



ART
ASPIRE



20th Century & Contemporary Art

Evening Sale | Johannesburg | 11 September 2024

Public auction hosted by Aspire Art

VIEWING AND AUCTION LOCATION

32 Bolton Road | Parkwood | Johannesburg | 2193

LIVE AUCTION

Wednesday 11 September 2024 | 7PM

VIEWING

Lots will be on view at 32 Bolton Road, Parkwood, Johannesburg from 30 August to 11 September, Monday to Friday 8:30am to 4:30pm and Saturday 10:00am to 2:00pm

AUCTION CODE AND NUMBER

When sending telephone or absentee bids, this sale is referred to as:
JHBSeptember24

CONDITIONS OF SALE

The auction is subject to: Rules of Auction, Important Notices, Conditions of Business and Reserves

AUCTION RESULTS

+27 10 109 7989

View them on our website aspireart.net

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1

Sam Nhlengethwa
South Africa 1955-

Mzansi Legends
2016

ZAR 150 000 - 250 000



2

William Kentridge
South Africa 1955-

The Battle Between Yes and No
1990

ZAR 40 000 - 60 000



3

William Kentridge
South Africa 1955-

Untitled (Artist Standing)
1998

ZAR 35 000 - 50 000



4

William Kentridge
South Africa 1955-

Woman in Bathing Costume + Lights
1999

ZAR 30 000 - 50 000



5

Dumile Feni
South Africa 1939-1991

Intertwined figures

ZAR 30 000 - 40 000



6

Esther Mahlangu
South Africa 1935-

Ndebele pattern I
2019

ZAR 100 000 - 150 000



7

Esther Mahlangu
South Africa 1935-

Ndebele pattern II
2017

ZAR 120 000 - 160 000



8

Phillemon Hlungwani
South Africa 1975-

NDZAKA YA MANANA IVULOMBE
2018

ZAR 70 000 - 100 000



9

Phillemon Hlungwani
South Africa 1975-

Ntsako Wa Moya Wa Suku Eka Xikwanbu II
2018

ZAR 70 000 - 100 000



10

Jackson Hlungwani
South Africa 1923-2010

Self Portrait - Drum
c.1980

ZAR 50 000 - 70 000



11

Peter Clarke
South Africa 1929-2014

Goddess of sustenance
1968

ZAR 120 000 - 180 000



12

Peter Clarke
South Africa 1929-2014

Bird Flight Over the Barren Plane
1963

ZAR 60 000 - 80 000



13

Erik Laubscher
South Africa 1927-2013

Rietvallei
2001

ZAR 100 000 - 150 000



14

Walter Meyer
South Africa 1965-2017

Fishing boat on the beach
2006

ZAR 50 000 - 70 000



15

Lionel Smit
South Africa 1982-

Small Malay Girl with Holes
2010

ZAR 100 000 - 150 000



16

Gail Catlin
South Africa 1948-

Abstract blues
1999

ZAR 50 000 - 70 000



17

Erik Laubscher
South Africa 1927-2013

Karoo (sic)
1968

ZAR 200 000 - 300 000



18

Christo Coetzee
South Africa 1929-2000

Barok Blom
1966

ZAR 60 000 - 80 000



19

Edoardo Villa
South Africa 1915-2011

Interlocking forms (Sylvan) blue
1992

ZAR 150 000 - 200 000



20

Blessing Ngobeni
South Africa 1985-

This Political Song
2012

ZAR 200 000 - 300 000



21
Joachim Schönfeldt
South Africa 1958-

Three headed cow

ZAR 120 000 - 180 000



22
Ayanda Mabulu
South Africa 1981-

Women and beast, two
2023

ZAR 400 000 - 600 000



23
Dan Halter
Zimbabwe 1977-

South Africa / Zimbabwe Border Fence
2013

ZAR 40 000 - 60 000



24
Brett Murray
South Africa 1961-

Shack as a Metaphor
2000

ZAR 90 000 - 140 000



25
David Brown
South Africa 1951-2016

Untitled (table)

ZAR 100 000 - 200 000



26
Ruby Swinney
South Africa 1992-

Trespassers
2016

ZAR 40 000 - 60 000



27
Conrad Botes
South Africa 1969-

Figure (from the installation, Requiem)
2007

ZAR 70 000 - 90 000



28
Soly Cissé
Senegal 1969-

Le Petit Prince
2008

ZAR 70 000 - 90 000



29
Jake Aikman
South Africa 1978-

Canoe Sea (Doig vs Richter)
2008

ZAR 150 000 - 250 000



30
Lisa Brice
South Africa 1968-

Dead Drunk Dreaming
1997

ZAR 180 000 - 240 000



31

William Kentridge
South Africa 1955-

Xa Xa Xa
2010

ZAR 180 000 - 240 000



32

Serge Alain Nitegeka
Rwanda 1983-

Fragile Cargo II, Studio Study II
2012

ZAR 250 000 - 350 000



33

Kay Hassan
South Africa 1956-

Untitled (Portrait)
2006

ZAR 120 000 - 180 000



34

Sam Nhlengethwa
South Africa 1955-

East View Corner
2019

ZAR 200 000 - 300 000

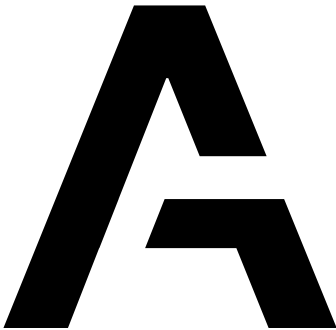


35

David Koloane
South Africa 1938-2019

Day Break
2016

ZAR 60 000 - 80 000



36

Withdrawn



37

Robert Hodgins
South Africa 1920-2010

Turn of the Century
2009

ZAR 280 000 - 340 000



38

Deborah Bell
South Africa 1957-

Cry Me a River
2010

ZAR 120 000 - 160 000



39

Walter Battiss
South Africa 1906-1982

Bus Stop

ZAR 120 000 - 180 000



40

Hugo Naudé
South Africa 1869-1941

Seascape at sunset

ZAR 150 000 - 250 000



41

Hugo Naudé
South Africa 1869-1941

Namaqualand

ZAR 100 000 - 150 000



42

George Pemba
South Africa 1912-2001

Transkei Woman
1970

ZAR 300 000 - 400 000



43

Irma Stern
South Africa 1894-1966

Arab Family
1942

ZAR 4 000 000 - 6 000 000



44

Vladimir Tretchikoff
South Africa 1913-2006

Still life with vase and cloth
1950

ZAR 250 000 - 350 000



45

Simphiwe Ndzube
South Africa 1990-

Becoming I, II & III
2014

ZAR 120 000 - 180 000



46

Zemba Luzamba
Democratic Republic of the Congo 1973-

Between Friends
2022

ZAR 100 000 - 200 000



47

Norman Catherine
South Africa 1949-

Downtime
2001

ZAR 60 000 - 80 000



48

Zanele Muholi
South Africa 1972-

Mazwe I
2022

ZAR 300 000 - 400 000

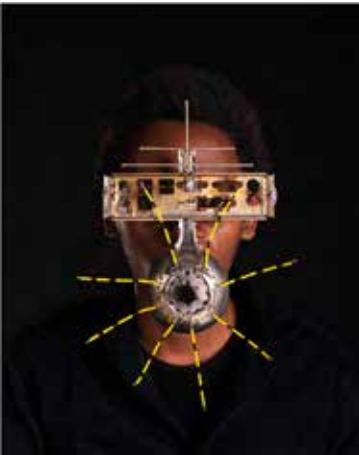


49

Cyrus Kabiru
Kenya 1984-

Macho Nne 05 (Westgate)
2014

ZAR 50 000 - 70 000



50

Cyrus Kabiru
Kenya 1984-

Macho Nne 13 (White House Spider)
2014

ZAR 50 000 - 70 000



51

Nelson Makamo
South Africa 1982-

Child with red cross
2017

ZAR 220 000 - 280 000



52

William Kentridge
South Africa 1955-

Resist the Hour
2011

ZAR 120 000 - 180 000



53

William Kentridge
South Africa 1955-

9 Films
2004

ZAR 300 000 - 400 000



54

Ernest Pignon-Ernest
France 1942-

Soweto-Warwick
2002

ZAR 650 000 - 750 000



55

David Goldblatt
South Africa 1930-2018

Nelson Mandela, Houghton, Johannesburg
1994

ZAR 300 000 - 400 000



56

David Goldblatt
South Africa 1930-2018

The bedroom of Ozzie and Sarah Docrat...
1977

ZAR 120 000 - 180 000



57

David Goldblatt
South Africa 1930-2018

...'You be the driver and I'll be the madam,'...
1975, printed in 2011

ZAR 200 000 - 300 000



58

Ernest Cole
South Africa 1940-1990

Revellers at a music festival
c.1965, printed later

ZAR 50 000 - 70 000



59

Ernest Cole
South Africa 1940-1990

Driving Lesson
c.1965, printed later

ZAR 50 000 - 70 000



60

Ernest Cole
South Africa 1940-1990

Rented cars are a status symbol...
c.1965, printed later

ZAR 50 000 - 70 000

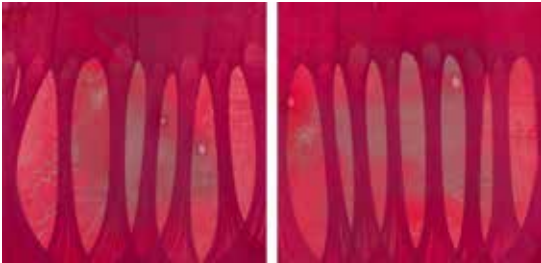


61

Portia Zvavahera
Zimbabwe 1985-

Take Me Deeper
2017

ZAR 120 000 - 180 000



62

Turiya Magadlela
South Africa 1978-

Fynbos II & III, diptych
2022- 2023

ZAR 80 000 - 120 000



63

Mxolisi Vusi Beauchamp
South Africa 1979-

Saints and Sinners
2022

ZAR 70 000 - 100 000



64

George Hughes
Ghana 1962-

Red Vehicle
1995/1996

ZAR 70 000 - 90 000



65

Nelson Makamo
South Africa 1982-

Jokes Aside
2014

ZAR 120 000 - 140 000

20th Century & Contemporary Art

Live Auction
Lots 1 – 65

Wednesday 11 September 2024 | 7PM



1

Sam Nhlengethwa

South Africa 1955-

Mzansi Legends

2016

24 linocuts with hand colour wash and 13 text letter prints
each: signed, dated, numbered EV 7/24, inscribed with the
title in pencil in the margin and embossed with the Mo Edition
Studio chop mark bottom right
38 x 30 cm unframed

ZAR 150 000 – 250 000
USD 8 275 – 13 791
GBP 6 458 – 10 764
EURO 7 562 – 12 604

BID

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

Goodman Gallery, Johannesburg, *Sam Nhlengethwa: The
Past and the Present ... Now is the Time*, 15 October to
5 November 2016.

Sam Nhlengethwa

The *Mzansi Legends* series was part of Sam Nhlengethwa's solo exhibition, titled *The Past and the Present ... Now is the Time*, which took place at the Goodman Gallery, Johannesburg from 15 October to 05 November 2016.

Showcasing a collection of paintings, prints and installations, the exhibition was an amalgamation of the artist's distinct style of incorporating archival elements which highlight well-known cityscapes, jazz legends, political figures and fellow South African artists. The word *Mzansi* is a colloquial name for South Africa, and is derived from the Xhosa word *Mzantsi* which translates to South. In this specific work, Nhlengethwa is commemorating a diverse selection of South African heroes and icons such as photographer Ernest Cole, anti-apartheid activist and politician Helen Suzman, artist, activist and teacher Bill Ainslie, statesman Nelson Mandela and 20 other notable names.





2

William Kentridge

South Africa 1955-

The Battle Between Yes and No
1990

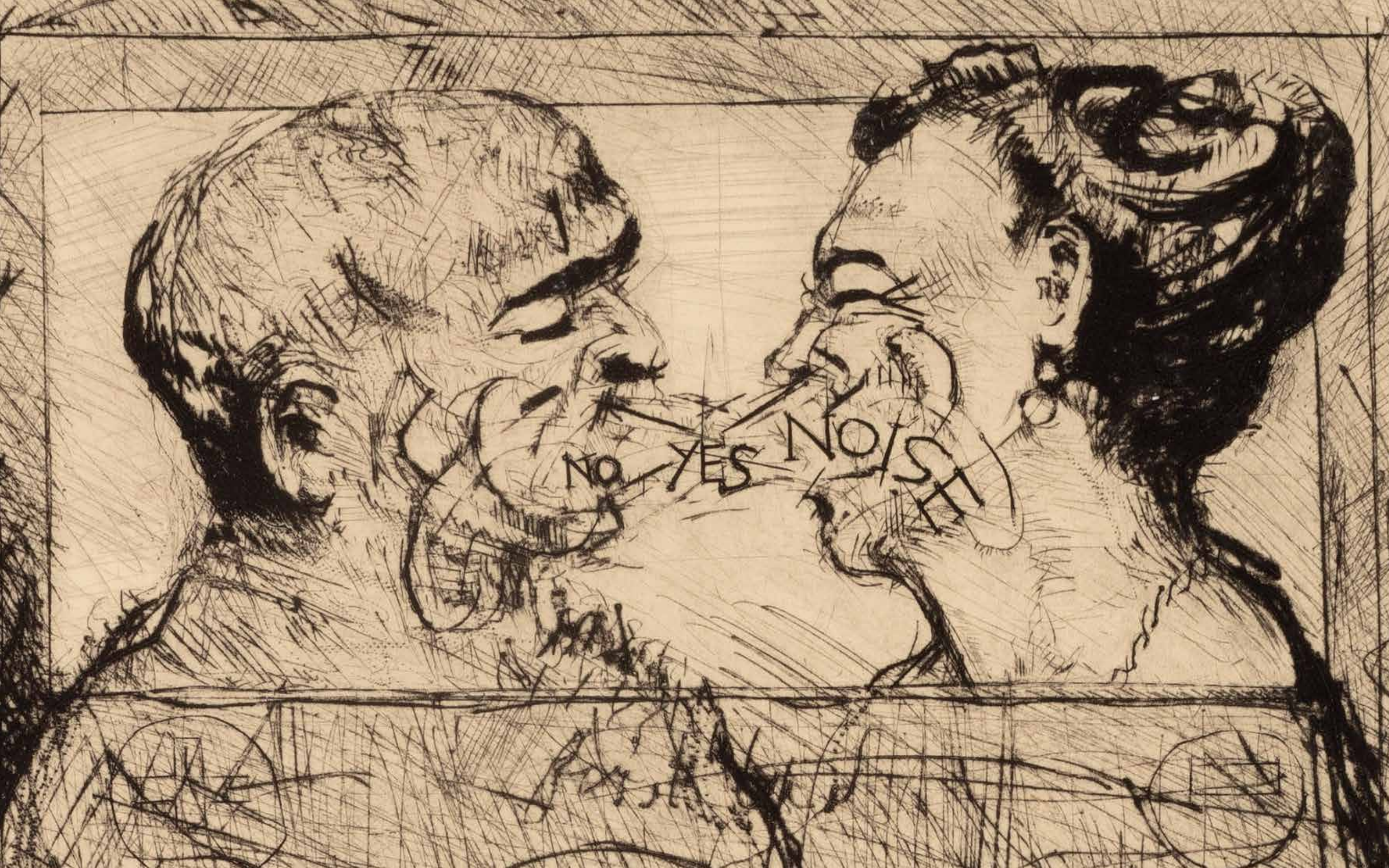
copperplate drypoint
signed, numbered 12/20 in pencil in the margin and embossed
with the Caversham Press chop mark bottom right
sheet size: 31 x 25.5 cm; image size: 20 x 19.5 cm unframed

ZAR 40 000 – 60 000
USD 2 207 – 3 310
GBP 1 722 – 2 583
EURO 2 017 – 3 025

BID

PROVENANCE

Private collection, KwaZulu-Natal.





3

William Kentridge

South Africa 1955-

Untitled (Artist Standing)

1998

drypoint and soft ground, from 1 copper plate on Richard de Bas

hand-made 270 gsm paper

signed and numbered 44/50 in pencil in the margin

plate size: 17 x 20.5 cm; framed size: 43.5 x 49.5 x 3.5 cm

ZAR 35 000 – 50 000

USD 1 931 – 2 758

GBP 1 507 – 2 153

EURO 1 765 – 2 521

BID

PROVENANCE

Private collection, Cape Town.

EXHIBITED

Law-Viljoen, B. (ed). (2006). *William Kentridge: Prints*.

Johannesburg: David Krut Publishing, illustrated in colour on p. 65.

4

William Kentridge

South Africa 1955-

Woman in Bathing Costume + Lights
(from the *Domestic Scenes* series)

1999

etching with soft ground and aquatint
signed, numbered IX/X in pencil in the margin and embossed with the
Caversham Press chop mark bottom right
sheet size: 29 x 38.5 cm; plate size: 11.5 x 16 cm unframed

ZAR 30 000 – 50 000

USD 1 655 – 2 758

GBP 1 292 – 2 153

EURO 1 512 – 2 521

BID

PROVENANCE

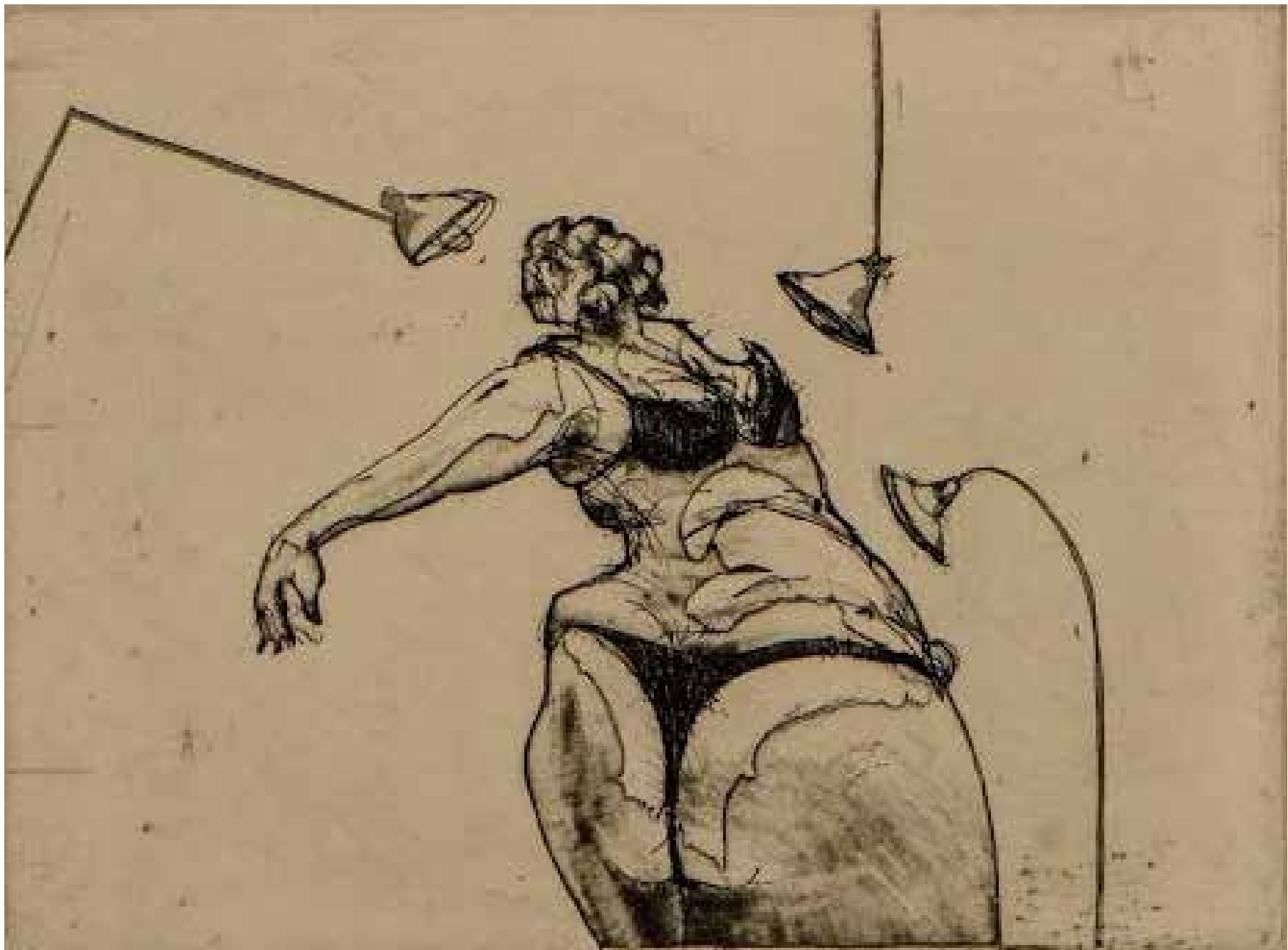
Private collection, KwaZulu-Natal.

LITERATURE

- Siebrits, W. (2021). *William Kentridge Domestic Scenes*.
Gottingen: Steidl Publishers, plates from previous iterations
illustrated on pp.38-40.
- Siebrits, W. (ed). (2022). *William Kentridge: Prints and Posters
1947-1990*, Gottingen: Steidl, plates from previous iterations
illustrated on p.236.

EXHIBITED

Zeitz MOCAA, Cape Town, *William Kentridge: Why Should I Hesitate:
Putting Drawings to Work*, 25 August 2019 to 23 March 2020, an ex-
ample from the edition is exhibited, entitled *16 Domestic Scenes*.





5

Dumile Feni

South Africa 1920-2010

Intertwined figures

pen ink on paper
47 x 61 cm; framed size: 59 x 72 x 4.5 cm

ZAR 30 000 – 40 000
USD 1 655 – 2 207
GBP 1 292 – 1 722
EURO 1 512 – 2 017

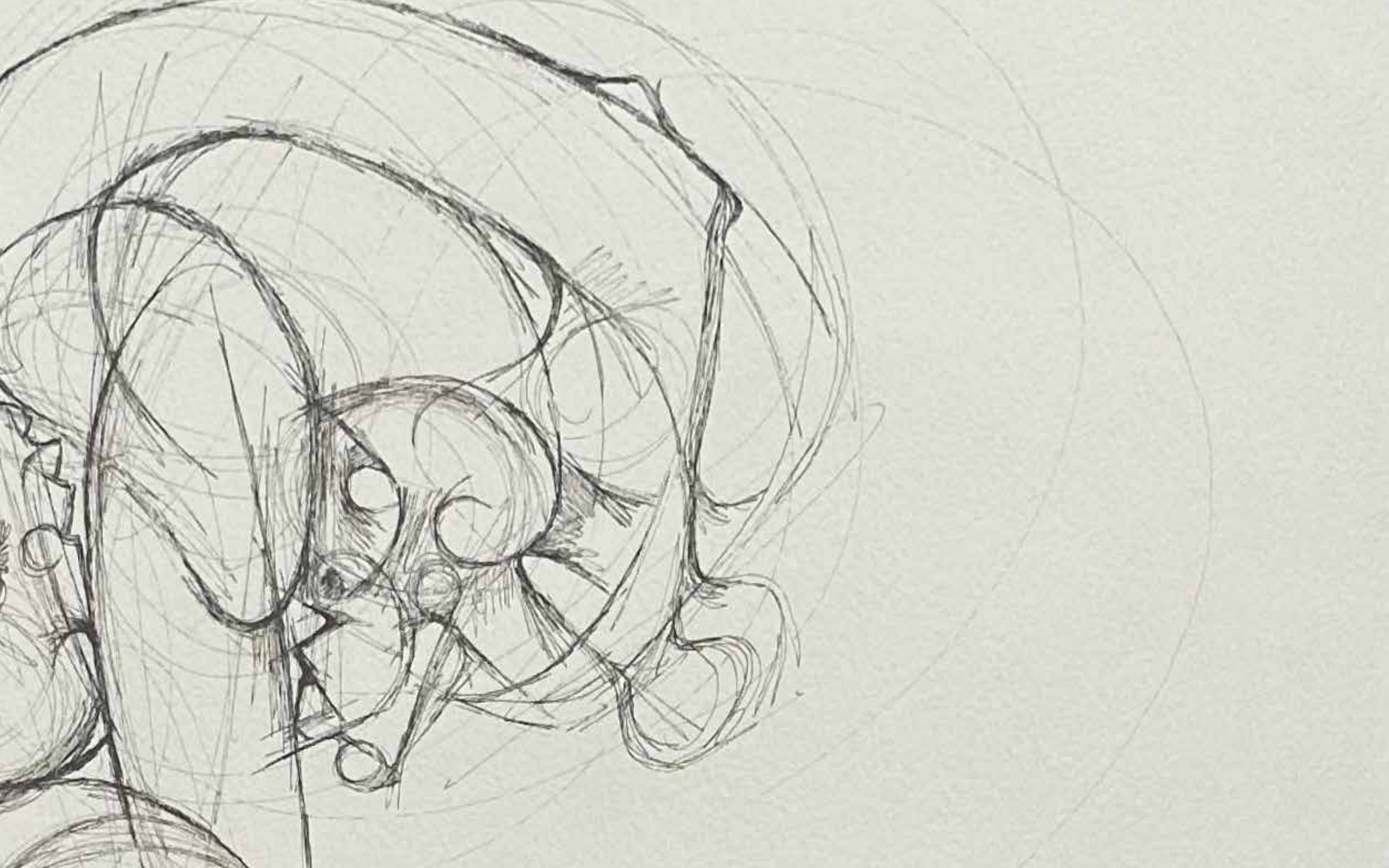
BID

PROVENANCE

- Private collection, Cape Town.
- Grosvenor Gallery, London.

COLLECTOR’S NOTE

Accompanied by a letter of authentication from the Grosvenor Gallery, London.





6

Esther Mahlangu

South Africa 1935-

Ndebele pattern I

2019

acrylic on canvas

signed and dated bottom left

100 x 152 cm; framed size: 103 x 157 x 5 cm

ZAR 100 000 – 150 000

USD 5 516 – 8 275

GBP 4 306 – 6 458

EURO 5 042 – 7 562

BID

PROVENANCE

- Private collection, Cape Town.
- Acquired directly from the artist.



7

Esther Mahlangu

South Africa 1935-

Ndebele pattern II

2017

acrylic on canvas

signed and dated bottom left

120 x 180 cm; framed size: 123 x 185 x 5 cm

ZAR 120 000 – 160 000

USD 6 620 – 8 826

GBP 5 167 – 6 889

EURO 6 050 – 8 067

BID

PROVENANCE

- Private collection, Cape Town.
- Acquired directly from the artist.

Esther Mahlangu

COLLECTOR'S NOTE

- In April of 2024, Esther Mahlangu received a Lifetime Achievement Award – in recognition of her exceptional contributions to contemporary art over her illustrious 50-year career in Art – at the inaugural South African Creative Arts Awards (Saca).
- Dr. Mahlangu currently features in the *Foreigners Everywhere*, a main exhibition at the 60th International Art Exhibition, at the Venice Biennale and on show until the 24th November 2024.
- A major retrospective exhibition of Dr. Mahlangu's work titled *Then I Knew I Was Good at Painting: Esther Mahlangu* opened at the Iziko South African National Gallery in Cape Town on 17 February 2024 and ran until 11 August 2024. The exhibition will next be shown at the Wits Art Museum in Johannesburg and will continue on an international tour, with a scheduled stop in the United States in early 2026.
- In 2023 Dr. Mahlangu held two international solo exhibitions; in London at Almine Rech Gallery and another at Almine Rech, Paris from 15 April to 3 June.



8

Phillemon Hlungwani

South Africa 1975-

NDZAKA YA MANANA IVULOMBE

2018

drypoint etching

signed, dated, numbered BAT and inscribed with the title
in pencil in the margin and embossed with the Artist Proof
Studio chop mark bottom right

sheet size: 99 x 135 cm; image size: 79 x 119 cm unframed

ZAR 70 000 – 100 000

USD 3 861 – 5 516

GBP 3 014 – 4 306

EURO 3 529 – 5 042

BID

PROVENANCE

- Private collection, Johannesburg.
- Artist Proof Studio, Johannesburg.

EXHIBITED

Everard Read, Cape Town, *Phillemon Hlungwani: Nwansati wa matimba a nga heli mongo*, 7 – 28 November to 2018, an example from the edition exhibited.





9

Phillemon Hlungwani

South Africa 1975-

Ntsako Wa Moya Wa Suku Eka
Xikwanbu II

2018

drypoint etching

signed, dated and inscribed with the title in the margin and
embossed with the Artist Proof Studio chop mark bottom right
image size: 101 x 152.5 cm unframed

ZAR	70 000 – 100 000
USD	3 861 – 5 516
GBP	3 014 – 4 306
EURO	3 529 – 5 042

BID

PROVENANCE

- Private collection, Johannesburg.
- Artist Proof Studio, Johannesburg.



10

Jackson Hlungwani

South Africa 1923-2010

Self Portrait – Drum

c. 1980

Silver Cluster Leaf wood and cowhide
inscribed 'Jekisoni hlungwani saganí' at the back
110 x 44 x 40 cm

ZAR 50 000 – 70 000

USD 2 758 – 3 861

GBP 2 153 – 3 014

EURO 2 521 – 3 529

BID

PROVENANCE

- Private Collection, Spain.
- Johans Borman Fine Art, Cape Town.
- Dr. Marais, Limpopo Province.
- Gallery 181, Johannesburg.

EXHIBITED

- Norval Foundation, Cape Town, *Alt and Omega: Jackson Hlungwani*, 29 August 2020 to 10 January 2022.
- SAADA Antiques Fair, Kirstenbosch Gardens, Cape Town.
- Johans Borman Fine Art Booth, 11 to 12 February 2012. Johans Borman Fine Art, Cape Town, Art that Inspires:10-20 Anniversary, 15 August to 12 September 2009.

LITERATURE

- *Jackson Hlungwani - Alt and Omega*. (2022). [Exhibition catalogue]. Norval Foundation, Cape Town. September 2020 - November 2022, illustrated on p. 88 – 279.
- Cohen, L. S. (1993). *Jackson Hlungwani: A Resource Book*. Johannesburg: Johannesburg Art Gallery, illustrated on pp.1-2.

Jackson Hlungwani

Following a transformative spiritual encounter in 1978, Jackson Hlungwani's creative work became increasingly complex and prolific. Self-taught, he developed a unique artistic genre closely tied to his spiritual beliefs and practices, merging Tsonga-Shangaan wood carving traditions with popular culture, and weaving together biblical narratives with African spirituality.

In this sculptural self-portrait, he transforms himself into a drum, specifically resembling a traditional African Djembe. The Djembe, historically used in healing ceremonies, rites of passage, and spiritual rituals, holds deep cultural significance. Hlungwani's sculpture, carved from a single log of wood, features a smooth, unified surface, and its simplified proportions are shaped by the natural form of the wood.

The figure reflects his physical traits and embodies his values and life purpose. The facial features in the sculpture are stylistically similar to those seen in older examples of Tsonga and Shangaan sculptural forms. The eyes, nose, mouth, and ears, are carved with deliberate incisions that convey a serene, contemplative expression. The long beard is detailed with rhythmic vertical lines, and the large, round ears add to the sculpture's expressive quality. The arms, resting on the belly, are transformed into serpents with stylised scales which is indicative of Hlungwani's symbolic approach.

In African traditions, drums symbolize communication with ancestors and the spirit world. By depicting himself as a drum, Hlungwani suggests his role as a spiritual messenger, conveying both his Christian and African beliefs. The presence of serpents in the sculpture highlights the duality in his work, representing both biblical and ancestral symbolism.



Jackson Hlungwani with *Self Portrait - Drum*.



Self Portrait - Drum in situ in *Alt and Omega: Jackson Hlungwani* at Norval Foundation in 2020.



Right side view.



Top view.





11

Peter Clarke

South Africa 1929-2014

Goddess of Sustenance

1958

oil on unstretched canvas
signed and dated bottom right; printed with the artist's name
and title on an Iziko South African National Gallery loan sticker
on the reverse
47 x 39 cm; framed size: 81 x 71 x 4.5 cm

ZAR 120 000 – 180 000
USD 6 620 – 9 929
GBP 5 167 – 7 750
EURO 6 050 – 9 075

BID

PROVENANCE

- Private collection, Johannesburg.
- Donald Jansen Collection.

EXHIBITED

- Iziko South African National Gallery, Cape Town, *Listening to Distant Thunder: The Art of Peter Clarke*, 20 October 2011 to 19 February 2012 .
- Standard Bank Gallery, Johannesburg, *Listening to Distant Thunder: The Art of Peter Clarke*, 4 May to 2 July 2011.

LITERATURE

Hobbs, P. & Rankin, E. (2014). *Listening to Distant Thunder: The Art of Peter Clarke*. Cape Town: Fernwood Press, illustrated in colour on p.71.





12

Peter Clarke

South Africa 1929-2014

Bird Flight Over the Barren Plane

1963

watercolour and wax crayon on paper
signed and dated bottom right; inscribed with the title and medium
and further inscribed with the artist's name, the date, title, medium
and dimensions on a SMAC Gallery label on the reverse
42.5 x 55 cm; framed size: 80.5 x 92 x 3.5 cm

ZAR 60 000 – 80 000
USD 3 310 – 4 413
GBP 2 583 – 3 445
EURO 3 025 – 4 033

BID

PROVENANCE

Private collection, Cape Town.

13

Erik Laubscher

South Africa 1927-2013

Rietvallei, recto

Extensive landscape, verso

2001

oil on canvas

recto: signed and dated bottom right

verso: printed with the artist's name, the date, title, medium and dimensions on an Ebony Curated label on the reverse

75.5 x 110 cm; framed size: 81.5 x 117 x 4.5 cm

ZAR 100 000 – 150 000

USD 5 516 – 8 275

GBP 4 306 – 6 458

EURO 5 042 – 7 562

BID

PROVENANCE

- Private collection, Spain.
- Ebony Curated, Cape Town.



Verso





14

Walter Meyer

South Africa 1965-2017

Fishing boat on the beach

2006

oil on canvas

signed with the artist's initials and dated bottom right

64 x 79 cm; framed size: 84.5 x 99 x 5 cm

ZAR 50 000 – 70 000

USD 2 758 – 3 861

GBP 2 153 – 3 014

EURO 2 521 – 3 529

BID

PROVENANCE

Private collection, Cape Town.



15

Lionel Smit

South Africa 1982-

Small Malay Girl with Holes

2010

resin, fibreglass and hand finished automotive paint on steel base

signed, dated and numbered AP 1 along the neckline

116 x 34 x 53 cm including base

ZAR 100 000 – 150 000

USD 5 516 – 8 275

GBP 4 306 – 6 458

EURO 5 042 – 7 562

BID

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

Examples from the edition were exhibited in:

- Museum of Contemporary Art, Miami, USA, *Obscura*, 8 March to 6 May 2019.
- Everard Read, Johannesburg, *Lionel Smit: Accumulation*, 4 July to 27 July 2013.
- University of Stellenbosch Gallery, Stellenbosch, *Lionel Smit: Accumulation of Disorder*, 2012.

Lionel Smit

The *Small Malay Girl with Holes* edition was initially part of an installation called *Accumulation of Disorder*, which was first exhibited at The University of Stellenbosch Gallery in 2012, and then at Lionel Smit's first solo exhibition with Everard Read in 2013 titled *Accumulation*. The installation later travelled to the USA, where it was exhibited at the Miami Art Fair and was also included in the artist's solo exhibition, *Obscura* at the Museum of Contemporary Art (MOCA) in Miami in 2018.

The installation was a powerful visual exploration of identity and multiculturalism, focusing on the Cape Malay community of Cape Town. It featured multiple sculpted heads, each with distinct colours, textures, and expressions, symbolising the diverse and dynamic nature of individual identities within a collective cultural framework. The arrangement of the heads in a group highlighted the tension between individual uniqueness and shared heritage, inviting viewers to contemplate how identity is both personal and communal, fluid and fixed.



Lionel Smit, *Obscura*
Museum of Contemporary Art Miami 2018.



Left view.



Front view.



Right side view.





16

Gail Catlin

South Africa 1948-

Abstract blues

1999

liquid crystal and oil on reverse Perspex
signed and dated top left
126 x 81 cm; framed size: 141 x 96 x 4 cm

ZAR	50 000 – 70 000
USD	2 758 – 3 861
GBP	2 153 – 3 014
EURO	2 521 – 3 529

BID

PROVENANCE

Private collection, Cape Town.



17

Erik Laubscher

South Africa 1927-2013

Karoo (sic)

1968

acrylic on canvas
signed and dated top left edge; signed, dated and inscribed
with the title on the reverse
122 x 125.5 x 4.5 cm

ZAR 200 000 – 300 000
USD 11 033 – 16 549
GBP 8 611 – 12 917
EURO 10 083 – 15 125

BID

PROVENANCE

Private collection, Cape Town.

LITERATURE

Fransen, H. (2009). *Erik Laubscher: A Life in Art*. Stellenbosch: SMAC Gallery, illustrated in colour on p. 129.

EXHIBITED

SMAC Gallery, Stellenbosch, *Erik Laubscher: A Major Retrospective*, 5 December 2009 to 25 February 2010.

Erik Laubscher

Erik Laubscher stands as one of the most influential figures among post-war Cape painters who embraced abstraction in the 1960s. His distinctive hard-edge portrayals of the Cape countryside have left a lasting legacy for which he is best known and remains celebrated.

Karoo (sic) is a hallmark of Laubscher’s large-scale, hard-edge landscapes and a striking interpretation of the region’s stark beauty. Here, the artist translates the structural elements of this vast and rugged terrain – its rocky outcrops and distant mountain ranges – onto the canvas using simplified forms and flat layered planes of colour. Laubscher’s use of colour is pared down to earthy tones, ochres, and deep blues, which masterfully evoke the arid plains and expansive skies of the Karoo.

The work was painted in 1968, two years after Laubscher visited the United States on a Carnegie grant, where he encountered the works of the Californian hard-edge painters and the New York School, which left a lasting influence on his style. During this period, Laubscher began working on larger formats, with compositions that became bolder and featured “knife-edge sharp” spatial definitions.¹ He also transitioned from painting in oil to acrylics to achieve clean profile lines and opted for more vivid colour combinations that impart a luminous quality to his work.

The Karoo is known for its austere grandeur, clear skies, and a sense of solitude that offers a unique, almost timeless atmosphere. In this composition, Laubscher captures this particular essence of the Karoo landscape, rather than its literal appearance, emphasizing the flatness of the surface, clean edges, and shaped colour planes. The interplay of light and shadow, typical of the Karoo’s harsh sunlight, is conveyed through contrasting colour areas and the precise delineation of forms.

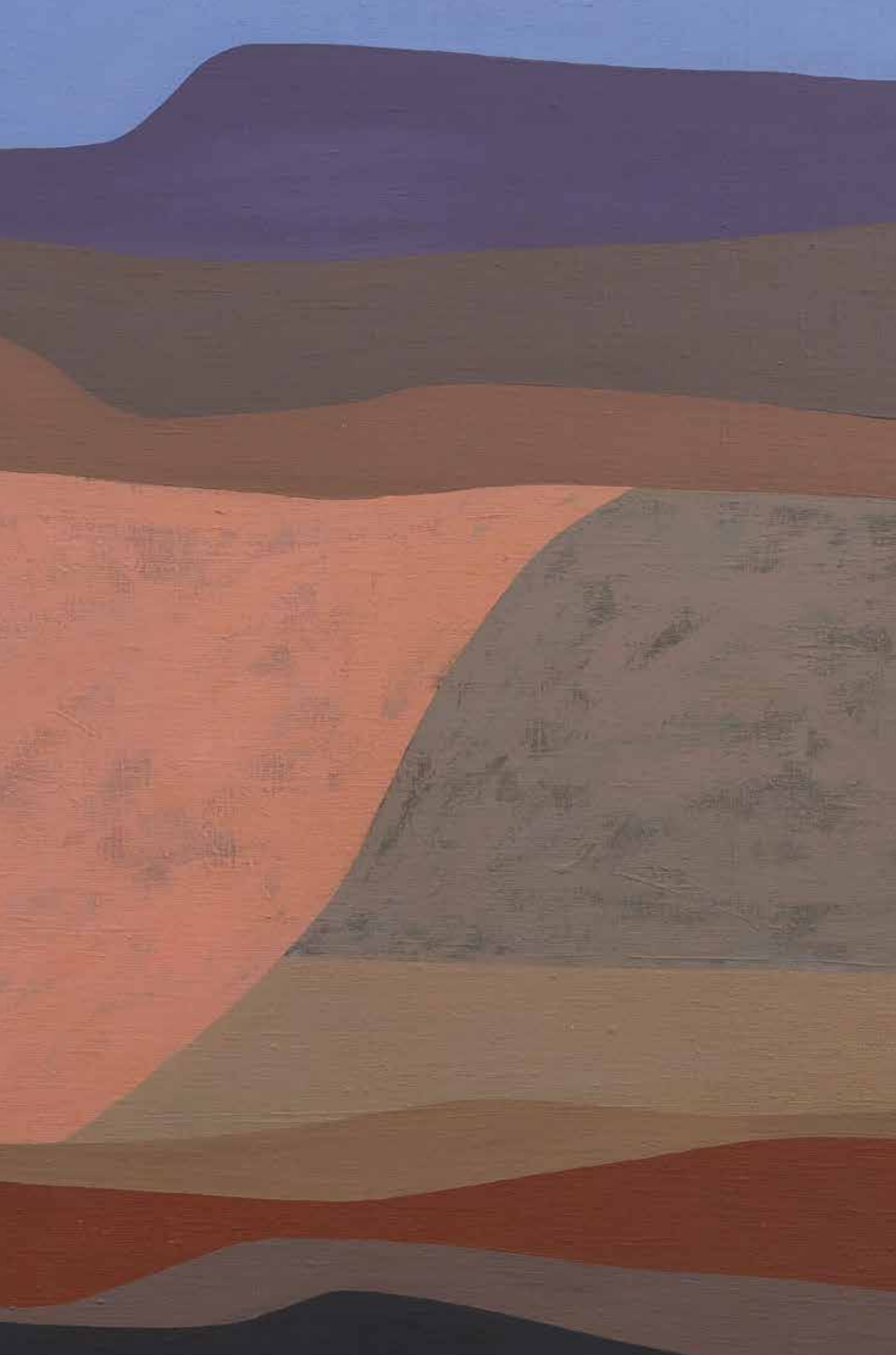
The painting’s abstract simplicity gives the depicted landscape a monumental quality, highlighting the enduring and unyielding nature of the Karoo. The sense of scale, depth and space draws the viewer in, inviting a pause to appreciate the scene fully – a testament to Laubscher’s timeless mastery of landscape painting.

Marelize van Zyl

¹ Fransen, H. (2009). *Erik Laubscher: A Life in Art*. Stellenbosch: SMAC Art Publishing. p.122.

COLLECTOR’S NOTE

- In 1968, the same year in which *Karoo* was painted, Erik Laubscher was one of seven artists to participate in the *South African Exhibition* at the Gulbenkian Foundation in Lisbon, Portugal.
- That same year, he was also a founding member of the Friends of the South African National Gallery.
- A prolific and much-celebrated artist, Erik Laubscher’s illustrious career spanned six decades, and he was among the first South African artists to represent South Africa at the Venice Biennale (1954, 1956) and São Paulo Biennale (1957, 1959).







18

Christo Coetzee

South Africa 1929-2000

Barok Blom

1966

oil and sand on canvas board
signed and dated bottom left
61 x 76 cm; framed size: 66 x 81.5 x 4.5 cm

ZAR	60 000 – 80 000
USD	3 310 – 4 413
GBP	2 583 – 3 445
EURO	3 025 – 4 033

BID

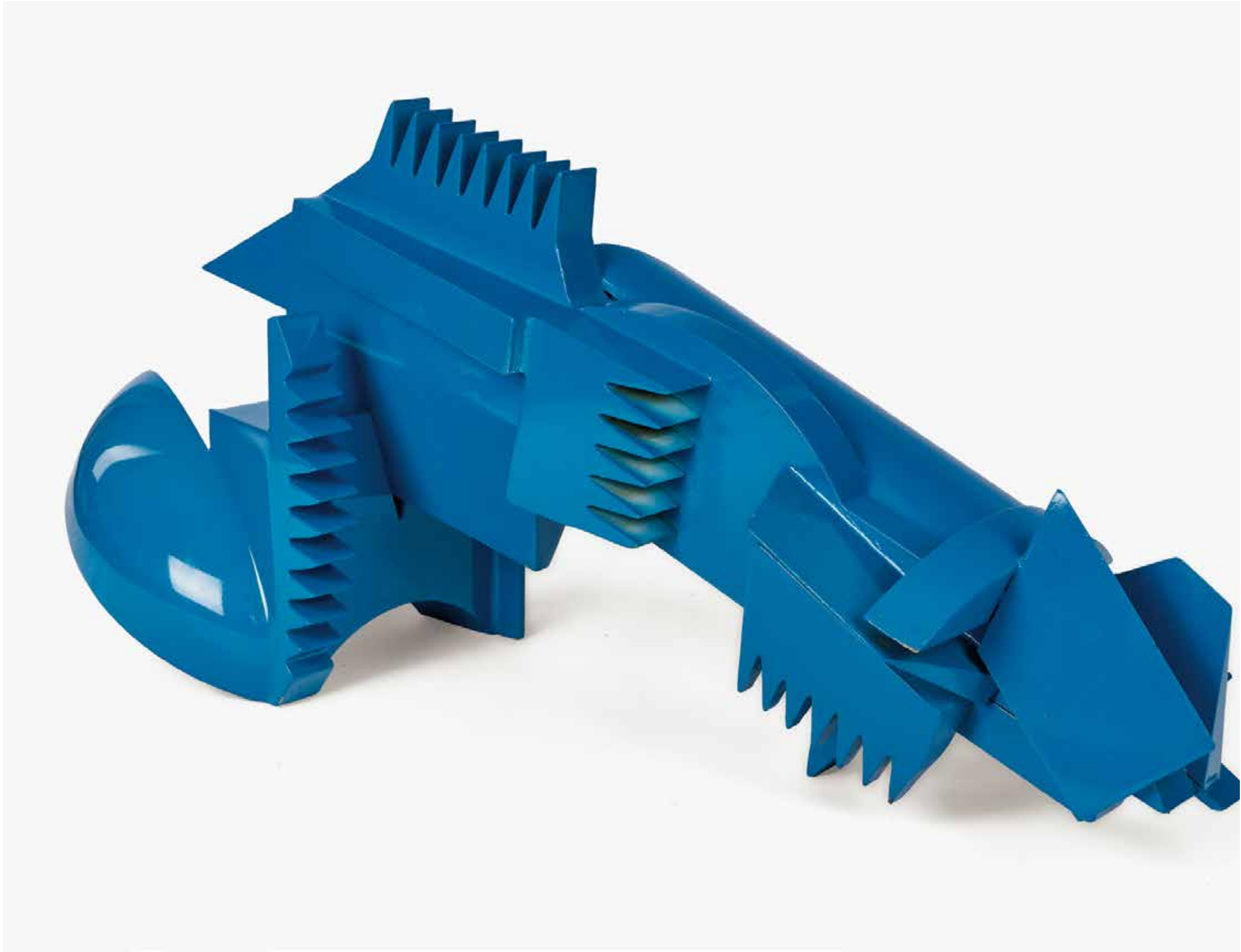
PROVENANCE

- Private collection, Cape Town.
- Riaan Bolt Antiques, Johannesburg.

LITERATURE

Miles, E. (1984). *Christo Coetzee Skilder van die Veranderlike Konstante* in Lantern, Vol. 33 no. 2, Adult Education Division, Union Education Department, illustrated in colour on p.44.





19

Edoardo Villa

South Africa 1915-2011

Interlocking forms (Sylvan) blue
1992

painted steel
signed, dated and numbered 1/9
52.5 x 52 x 107 cm

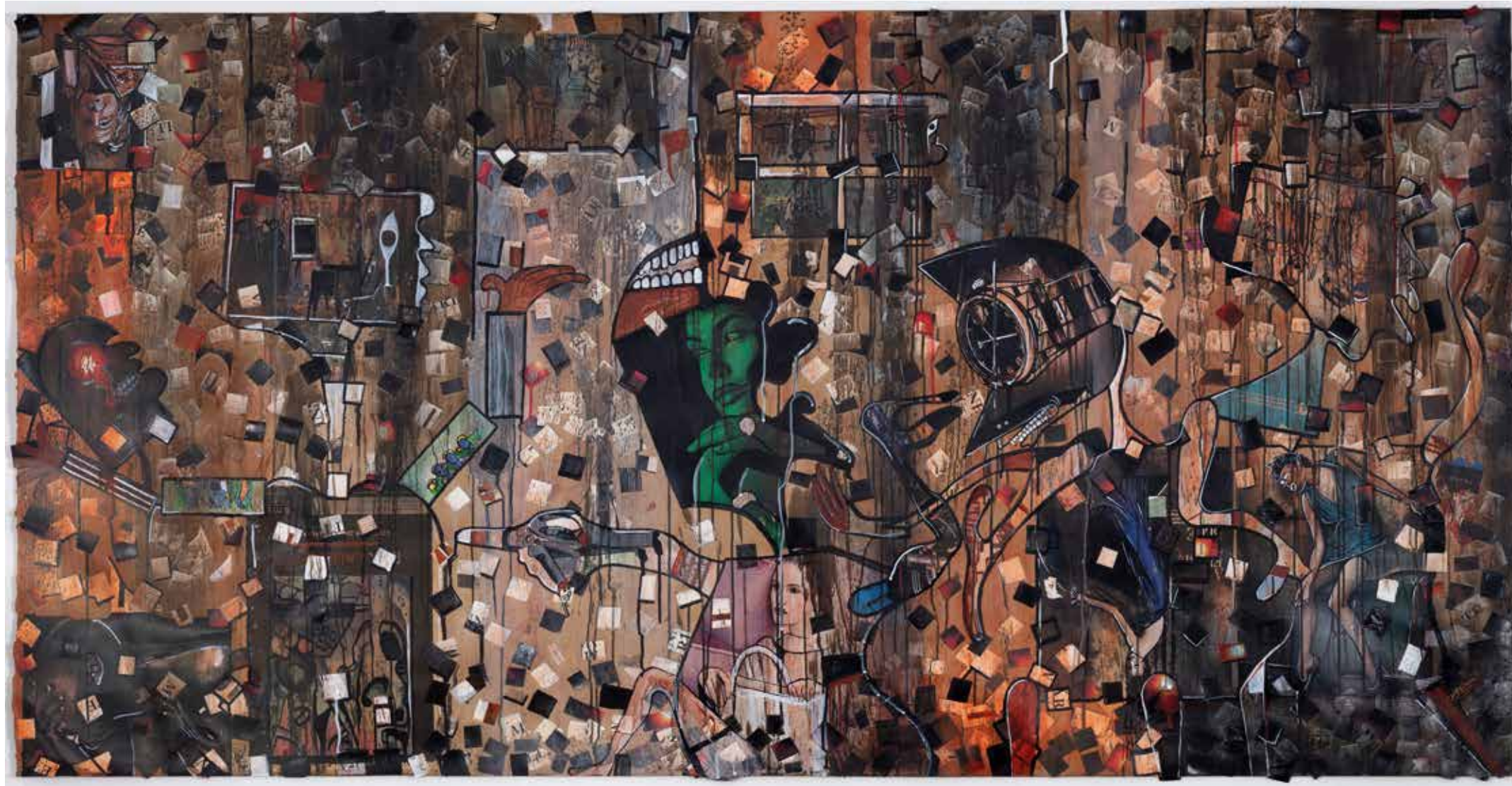
ZAR 150 000 – 250 000
USD 8 275 – 13 791
GBP 6 458 – 10 764
EURO 7 562 – 12 604

BID

PROVENANCE

Private collection, Johannesburg.





20

Blessing Ngobeni

South Africa 1985-

This Political Song

2012

oil and collage on paper

signed and dated bottom right

107.5 x 212 cm; framed size: 127 x 227.5 x 6 cm

ZAR 200 000 – 300 000

USD 11 033 – 16 549

GBP 8 611 – 12 917

EURO 10 083 – 15 125

BID

PROVENANCE

- Private collection, Johannesburg.
- MOMO Gallery, Johannesburg.

EXHIBITED

Gallery MOMO, Johannesburg, *Blessing Ngobeni: In His State of Madness*, 10 April to 19 May 2014.

Blessing Ngobeni

Blessing Ngobeni's exhibition, *In His State of Madness*, presented at Gallery MOMO in 2014 delves into the intricate and often chaotic interplay between power and the human psyche. In these works, Ngobeni investigated how societal power structures influence individual behaviour, leading to a complex state of mind where the lines between control and chaos blur. This body of work is marked by an exploration of how power, when unchecked, can lead to a collective madness that spreads through society, often imperceptibly to those at the helm.

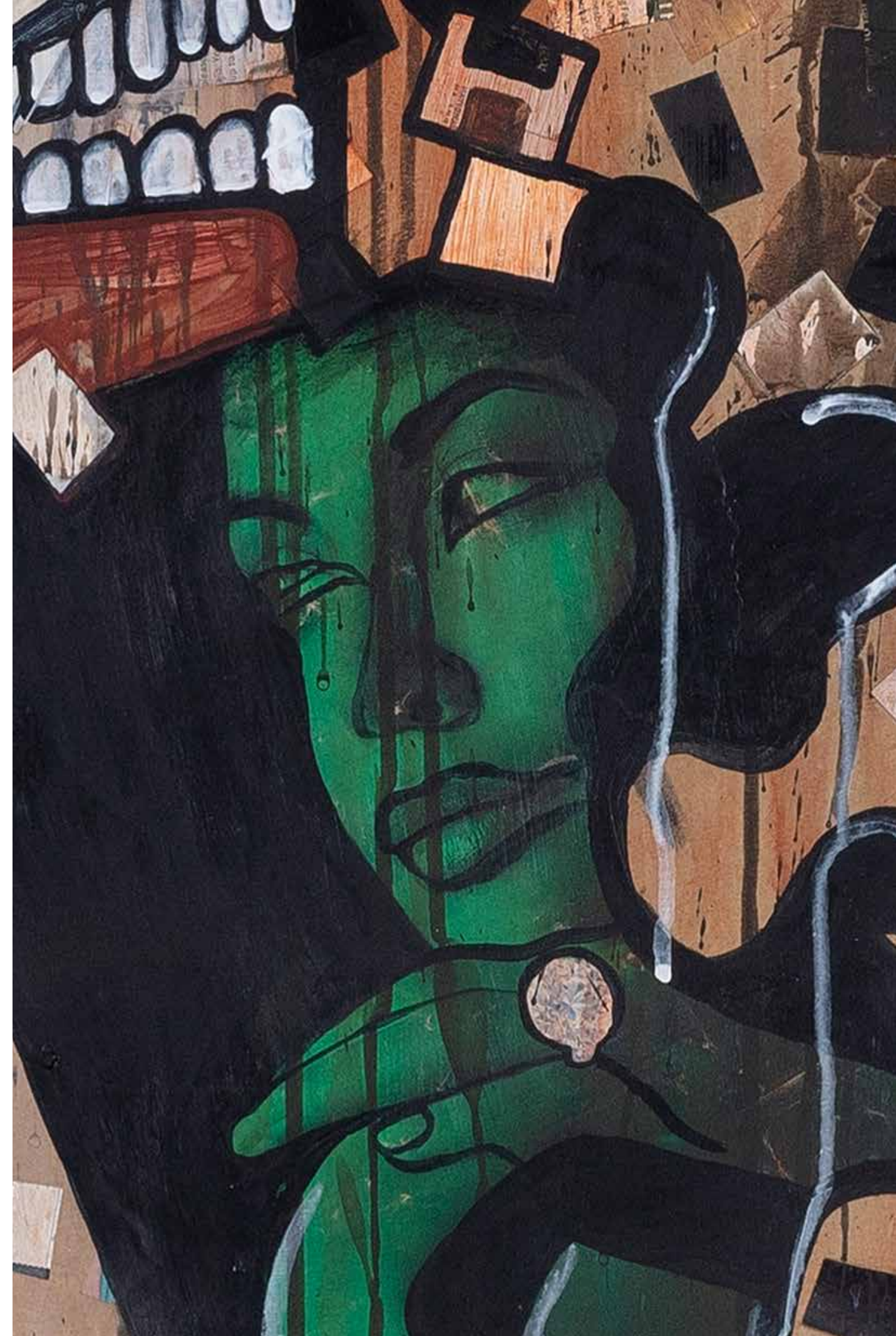
One of the standout pieces in this collection was *This Political Song*, a mixed-media composition that epitomises Ngobeni's approach to visual storytelling. The piece is a dynamic fusion of collage, paint, and abstract forms, creating a narrative that oscillates between reality and fiction. This intricate and layered work captures the dual nature of power – its potential to both uplift and corrupt. The figures in the artwork appear to be caught in a struggle between these opposing forces, their forms fragmented and distorted as they navigate a world shaped by conflicting impulses.

At the centre of the composition, a green figure stands out, becoming the focal point within the chaotic backdrop. The figure's face is marked by a contemplative expression and thoughtful demeanour. Surrounding this central figure, abstract shapes and fragmented human forms seem to merge with the background, their outlines fading as they become part of the complex, layered scene. The interplay of these elements creates a sense of movement and depth, drawing the eye across the varied textures and patterns that fill the composition.

Ngobeni's use of mixed media is particularly effective in conveying the tension between control and chaos. The layers of imagery not only depict the external manifestations of power but also hint at the internal psychological conflict that accompanies it. The fragmented nature of the figures, combined with the varied textures and tones, suggests a world in flux, where stability is elusive, and the impact of power is both pervasive and deeply personal.

COLLECTOR'S NOTE

- The record price for Blessing Ngobeni at auction is R 318 640 for the artwork *Died*, sold at Aspire Art in Johannesburg in 2021.
- Ngobeni was recently announced as a finalist for the 2024 Norval Sovereign African Art Prize, exhibiting his selected work at The Norval Foundation in Cape Town.
- Accolades include the Standard Bank's 2020 Young Artist Award; the 2013 Arts and Culture Trust ImpACT Award and the 2011 Reinhold Cassirer Art Award presented by Nadine Gordimer.
- In 2016, the artist launched the Blessing Ngobeni Art Prize, an annual residency supporting young emerging artists, which he sponsors to nurture new talent in South Africa.
- Prestigious international art fairs and biennales include the 2019 Venice Biennale, EXPO Chicago, PULSE Miami Beach, where he was part of Everard Read's presentations, Frieze Los Angeles 2024, Art Basel, Miami Beach in 2021 and Frieze New York in 2021.
- His work is included in the Phaidon publication, *Vitamin P3: New Perspectives in Painting* (2016).







Front view.

21

Joachim Schönfeldt

South Africa 1958-

Three headed cow

bronze
signed with the artist's initials and numbered 1/5 along the
stomach area
44 x 51 x 67 cm

ZAR 120 000 – 180 000
USD 6 620 – 9 929
GBP 5 167 – 7 750
EURO 6 050 – 9 075

BID

PROVENANCE

Private collection, Johannesburg.



Right side view.



Side view.



Left side view.



22

Ayanda Mabulu

South Africa 1981-

Women and beast, two

2023

oil, gold leaf and found objects on unstretched canvas
signed and dated mid-right along the figure's arm
290 x 252 cm unframed; 197 x 109 cm unframed

ZAR 400 000 – 600 000

USD 22 065 – 33 098

GBP 17 223 – 25 834

EURO 20 166 – 30 250

BID

PROVENANCE

Private collection, Johannesburg.

Ayanda Mabulu

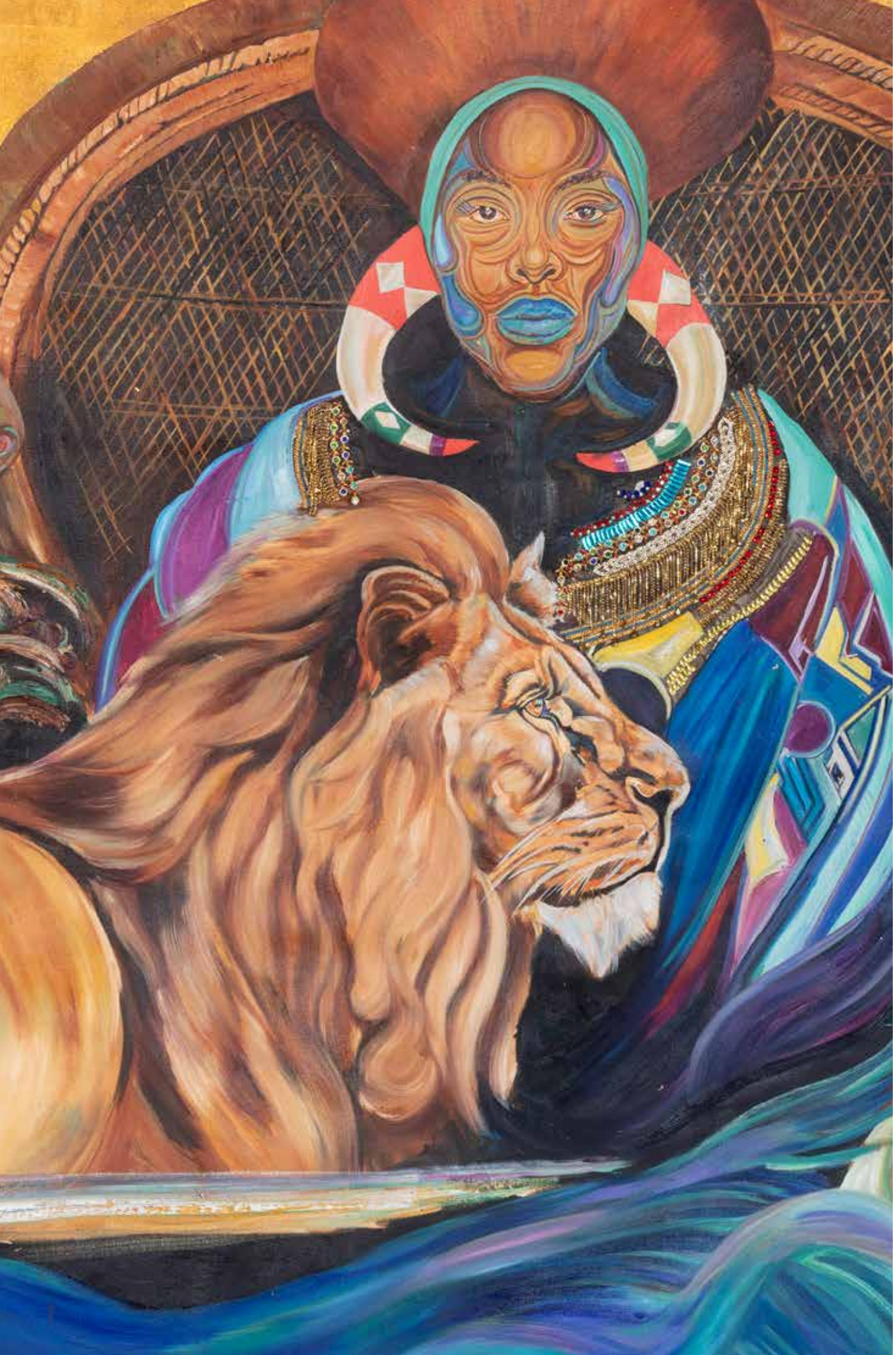
This magnificent large-scale work by the internationally recognised artist Ayanda Mabulu was created for the Bekezela Community Foundation (BCF) in partnership with the Clipper 2023-24 Race. BCF, founded by Inkosi Thandisizwe Mpungose, creates opportunities for youths in disadvantaged or rural parts of South Africa, whilst simultaneously focusing on preserving and protecting the diverse cultures and heritage within the country. The Clipper Round the World Yacht Race is a biennial sailing contest that takes amateur crews on one or more legs of a circumnavigation of the globe. Bekezela Community Foundation hopes to create a culture of sailing within its community and to unlock economic opportunities for further inclusion and exposure of rural and impoverished younger generations.

Mabulu, a multi-disciplinary creator, well known for having a bold and unwavering voice in the South African artworld, was chosen to design the artwork that would envelope the yacht during this global journey. *Untitled, two* was the initial painting before the work was transferred to the vessel. The artwork beautifully boasts enchanting figures – a mermaid, another wrestling with a crocodile and a female staring directly into the eyes of a lion. These figures magnify the artist’s vision to restore pride and dignity to all the African people who, through violent journeys across the ocean during colonialism, were taken from their ancestral lands and cultures. Mabulu states that he also wanted to portray the deep connection that people from the African continent feel with water, especially as it related to spiritual and cleansing practices.¹

¹ Clipper Round the World. (2023). *Bekezela Community Foundation debuts as Team Partner for 2023-24 Race*. [online]. Available: <https://www.clipperroundtheworld.com/news/article/bekezela-community-foundation-debuts-as-team-partner-for-202324-race>



The Bekezela Community Foundation (BCF) yacht for the Clipper Round the World Yacht Race







23

Dan Halter

Zimbabwe 1977-

South Africa / Zimbabwe Border
Fence

2013

hand-woven archival ink-jet prints

From an edition of 3 + 3APs

signed and numbered 1/3 AP on the reverse

87 x 63.5 cm; framed size: 96 x 72 x 3.5 cm

ZAR 40 000 – 60 000

USD 2 207 – 3 310

GBP 1 722 – 2 583

EURO 2 017 – 3 025

BID

PROVENANCE

Private collection, Cape Town.

LITERATURE

Dan Halter: Selected Works 2005 - 2015. (2015). [Exhibition catalogue]. WHATIFTHEWORLD, Cape Town, 27 to 29 September 2013, an example from the edition illustrated in colour on p.55.

EXHIBITED

FNB Art Joburg, Sandton Convention Centre, Johannesburg, WHATIFTHEWORLD (solo booth), 27 to 29 September 2013, ,an example from the edition exhibited.

Dan Halter

Dan Halter is a Zimbabwean-born artist currently living and working in Cape Town. His artistic practice draws on his experience navigating a complicated national identity, informed by his Zimbabwean heritage and South African residence, delving into themes of identity, displacement, and the complexities of post-colonial Africa. Through his innovative use of mixed media, particularly woven paper, he crafts thought-provoking installations and sculptures that spark dialogue on social and political issues.

Woven paper is a hallmark of Halter's art. He repurposes everyday scraps and packaging, transforming them into intricate weavings. This act serves a dual purpose: it references the fragility of human systems while also symbolising the creation of narratives and connections from seemingly insignificant fragments. By utilising materials readily available in South Africa and Zimbabwe, Halter incorporates the language of craft and curio into his fine art. This strategy not only reflects his surroundings but also allows him to address his concerns within a familiar visual framework. Notably, Halter works with Bienco Ikete, a refugee from the DRC, to create his woven artworks.

COLLECTOR'S NOTE

- In 2023, Halter was a finalist and exhibited as a part of the Norval Sovereign Art Prize at the Norval Foundation, Cape Town.
- Halter has had successful solo exhibitions both locally and internationally. Notable local shows include *Patience Can Cook a Stone* in 2018 at Whatiftheworld in Cape Town, and *Take Me to Your Leader* in 2006 at João Ferreira Gallery in Cape Town. International solo exhibitions include *Mafuta Farm* in 2017 at Dillion + Lee in New York, and *Zimbabwean Traffic* in 2017 at Skövde Konstmuseet in Sweden.
- Institutional group exhibitions include, *Earth Matters: Land as Material and Metaphor in the Arts of Africa* at the Smithsonian National Museum of African Art (2013) and *Energy Flash — The Rave Movement* held at MHKA (Museum van Hedendaagse Kunst Antwerpen) in 2016.
- Biennales include the Johannesburg Pavilion for the 56th Venice Biennale in 2015, the São Paulo Video Brasil in 2007 and 2011, the Havana Biennale in 2009 and Dak'art, the 9th Biennale of Contemporary African Art in Dakar, Senegal in 2010.
- Halter has also been an artist in residence in Zürich in 2008 and 2018, Cologne in 2017, Turin in 2014, Rio de Janeiro in 2008 and Dufftown in Scotland in 2010.





24

Brett Murray

South Africa 1961-

Shack as a Metaphor

2000

painted lasercut steel

from an edition of 2

191 x 122 x 11 cm

ZAR 90 000 – 140 000

USD 4 965 – 7 723

GBP 3 875 – 6 028

EURO 4 537 – 7 058

BID

PROVENANCE

- Private collection, Cape Town.
- Bell-Roberts Contemporary, Cape Town.

EXHIBITED

- Bell-Roberts Contemporary, Cape Town, *Brett Murray: I Love Africa*, 2000.
- Goodman Gallery, Johannesburg, *Brett Murray: I Love Africa*, 2000.

Brett Murray

COLLECTOR’S NOTE

- The record for his highest achieving artwork sold at auction is \$ 29 565 at Aspire Art in 2021.
- This laser-cut steel work was originally exhibited alongside its larger painted counterpart at Bell-Roberts Contemporary in 2000. The painting version later gained international recognition after being shown at the Kunsthaus in Basel in 2004.
- In 2002 Brett Murray won the Standard Bank Young Artist of the Year Award, with his exhibition, *White Like Me*, travelling to museums across South Africa, including the Iziko South African Art Gallery, Cape Town, Standard Bank Gallery, Johannesburg and the Durban Art Gallery.
- Brett Murray’s early career is marked by exceptional academic achievement, with multiple scholarships and awards from prestigious institutions, including the Stern Scholarships in both 1981 and 1982, the Simon Garson Prize for the most promising student in 1982 and the Michaelis Prize in 1983 from the University of Cape Town.
- Prestigious biennale showcases include the Cuban Biennial of 1994 and the 46th Venice Biennale in 1995.
- Important international group shows are *Min(d)fields* at the Kunsthaus in Baselland, Switzerland in 2004, and *The Geopolitics of Animation* at the Centro Andaluz de Arte Contemporaneo in Seville, Spain in 2007.





25

David Brown

South Africa 1951-2016

Untitled (table)

glass and oil on sculptured wood
78 x 238.5 x 108 cm

ZAR 100 000 – 200 000
USD 5 516 – 11 033
GBP 4 306 – 8 611
EURO 5 042 – 10 083

BID

PROVENANCE

Private collection, Cape Town.







26

Ruby Swinney

South Africa 1992-

Trespassers

2016

oil on tracing paper

93 x 64 cm cm; framed size: 102.5 x 73.5 x 3.5 cm

ZAR 40 000 – 60 000

USD 2 207 – 3 310

GBP 1 722 – 2 583

EURO 2 017 – 3 025

BID

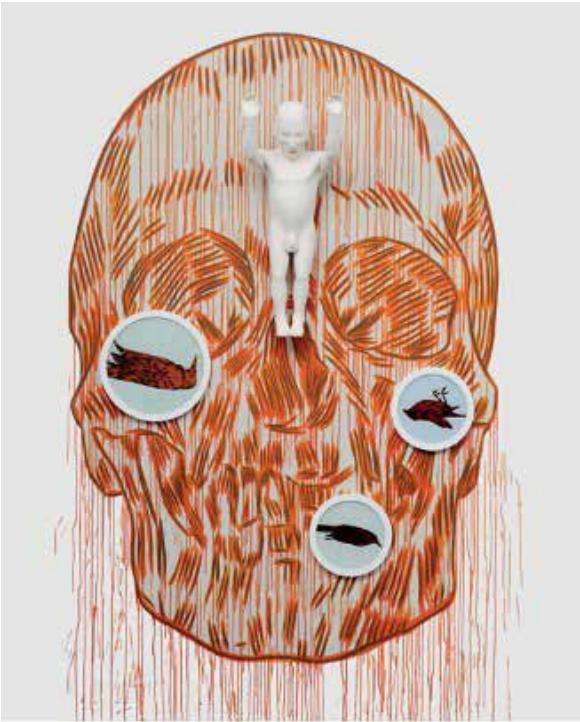
PROVENANCE

Private collection, Cape Town.

LITERATURE

Clarke-Brown, R. (ed). (2016). *Rapid Ascension: Recent Graduate Success Stories*, SA Art Times, (December), illustrated on p. 8.





Figure, originally shown in the installation, *Requiem* which included reverse glass painting, the wooden sculpture and wall painting and was exhibited at Michael Stevenson, Cape Town, Summer 2007/8.

27

Conrad Botes

South Africa 1969-

Figure (from the installation, Requiem)

2007

enamel on obehie wood
83 x 34 x 39 cm

ZAR 70 000 – 90 000
USD 3 861 – 4 965
GBP 3 014 – 3 875
EURO 3 529 – 4 537

BID

PROVENANCE

- Private collection, Johannesburg.
- Michael Stevenson Gallery, Cape Town.

LITERATURE

Summer 2008/9. (2007). [Exhibition catalogue]. Michael Stevenson Gallery, Cape Town. 28 November 2007 to 12 January 2008, illustrated in colour on pp.51-52.

EXHIBITED

Michael Stevenson Gallery, Cape Town, Summer 2007/8, 28 November 2007 to 12 January 2008.



28

Soly Cissé

Senegal 1969-

Le Petit Prince

2008

acrylic and pastel on canvas
150 x 150 cm; framed size: 155.5 x 155.5 x 6 cm

ZAR	70 000 – 90 000
USD	3 861 – 4 965
GBP	3 014 – 3 875
EURO	3 529 – 4 537

BID

PROVENANCE

- Private collection, Spain.
- Ed Cross Fine Art, London.

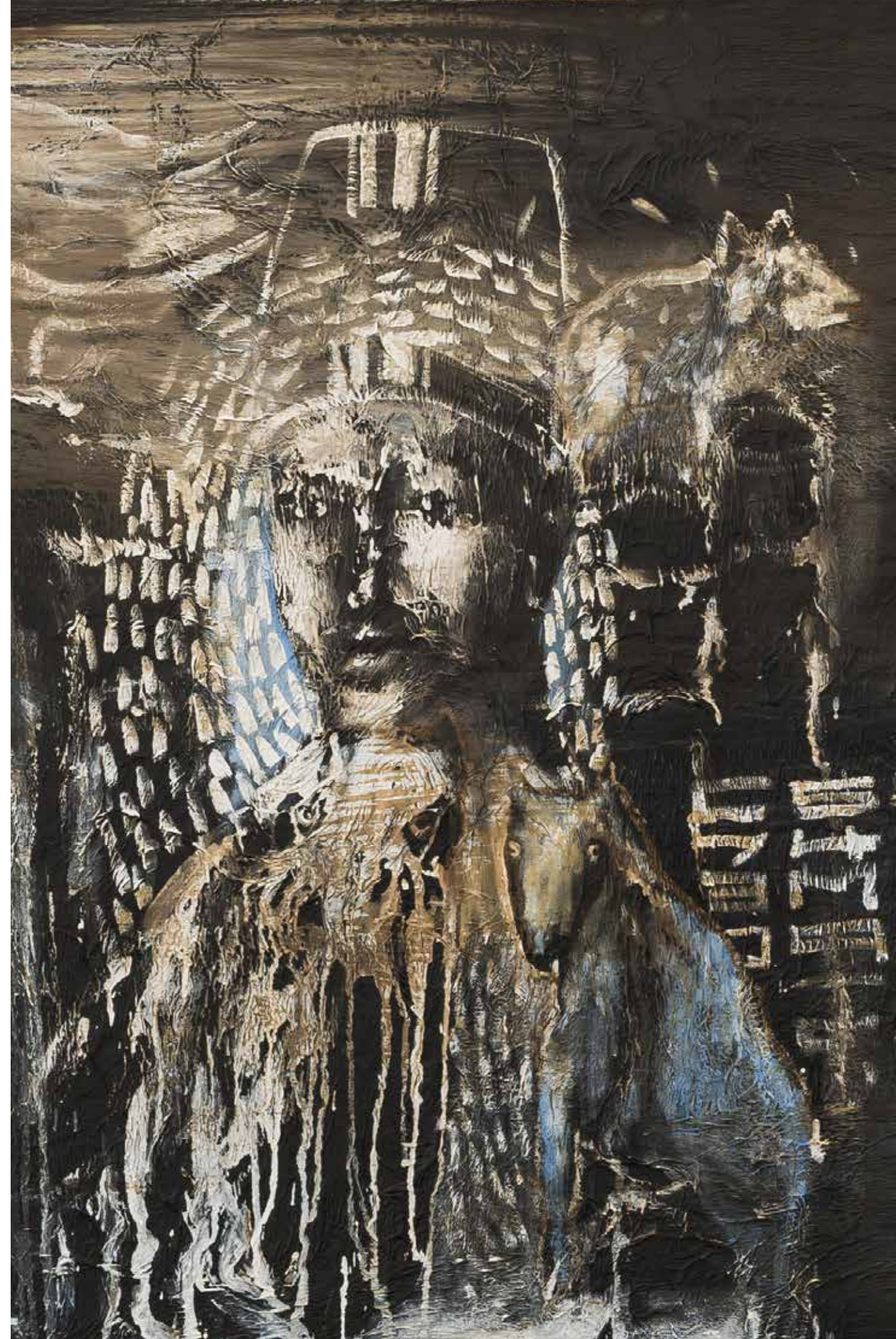
EXHIBITED

Ed Cross Fine Art, London, *Seven Artists One Continent*,
26 November 2009.

Soly Cissé

COLLECTOR'S NOTE

- In 2009, the same year Soly Cissé produced this painting, the *Musée des Arts Derniers* in Paris presented his solo exhibition *Solycolor*.
- Cissé was profiled on [artnet.com](#) in 2023 while preparing for his solo exhibition in Casablanca. [Click here](#) to read the article.
- Since graduating from l'École Nationale des Beaux-Arts in Dakar in 1996, Cissé has exhibited his work widely in Senegal and on the global stage to much critical acclaim. He featured in the 1998 São Paulo Biennale, the 2000 Havana Biennial, and the 2006 Biennale de l'Art African Contemporain in Dakar.
- His work formed part of the seminal exhibition *Africa Remix: Contemporary Art of a Continent*, which opened in 2004 at Museum Kunst Palast in Düsseldorf and then travelled to several important institutions including the Hayward Gallery in London; Centre Pompidou, Paris; and the Mori Art Museum in Tokyo among others.
- Recent solo exhibitions include *Les Mutants*, Musée Dapper, Paris (2017) and *Lumières d'Afriques, African Artists for Development*, Palais de Chaillot, Paris (2015).





29

Jake Aikman

South Africa 1978-

Canoe Sea (Doig vs Richter)
2008

oil on canvas
signed bottom right
200.5 x 200 x 4.5 cm

ZAR 150 000 – 250 000
USD 8 275 – 13 791
GBP 6 458 – 10 764
EURO 7 562 – 12 604

BID

PROVENANCE

Private collection, Cape Town.





30

Lisa Brice

South Africa 1968-

Dead Drunk Dreaming

1997

foam, plastic, resin, metal and wood

signed and dated on the reverse of the right panel

236.5 x 232.5 x 10 cm

ZAR 180 000 – 240 000

USD 9 829 – 13 239

GBP 7 750 – 10 334

EURO 9 075 – 12 100

BID

PROVENANCE

- Private collection, Cape Town.

LITERATURE

Brice, L. (1998). *Lisa Brice*, Frankfurt & Cape Town: Galerie Frank Hänel, illustrated in colour on p. 174 - 175.

EXHIBITED

Galerie Frank Hänel, Cape Town, *In the Eyes*, 17 January to 28 February 1998.

Lisa Brice

Reflecting on her personal experiences in Cape Town, Lisa Brice’s *Dead, Drunk, Dreaming* is a striking and honest depiction of urban isolation and social decline in the city. The work confronts the struggles of marginalized communities in the area and country at large. Discussing the piece, the artist states:

*Cape Town, my home town, is a beautiful city, set as it is between the mountains and the sea. Like the rest of South Africa, however, there are many social problems with high unemployment and the accompanying evils of alcoholism and drug addiction. A body sprawled on the street is usually simply an object to step around, rather than a human being who might not even be alive, a recent victim of a casual killing.*¹

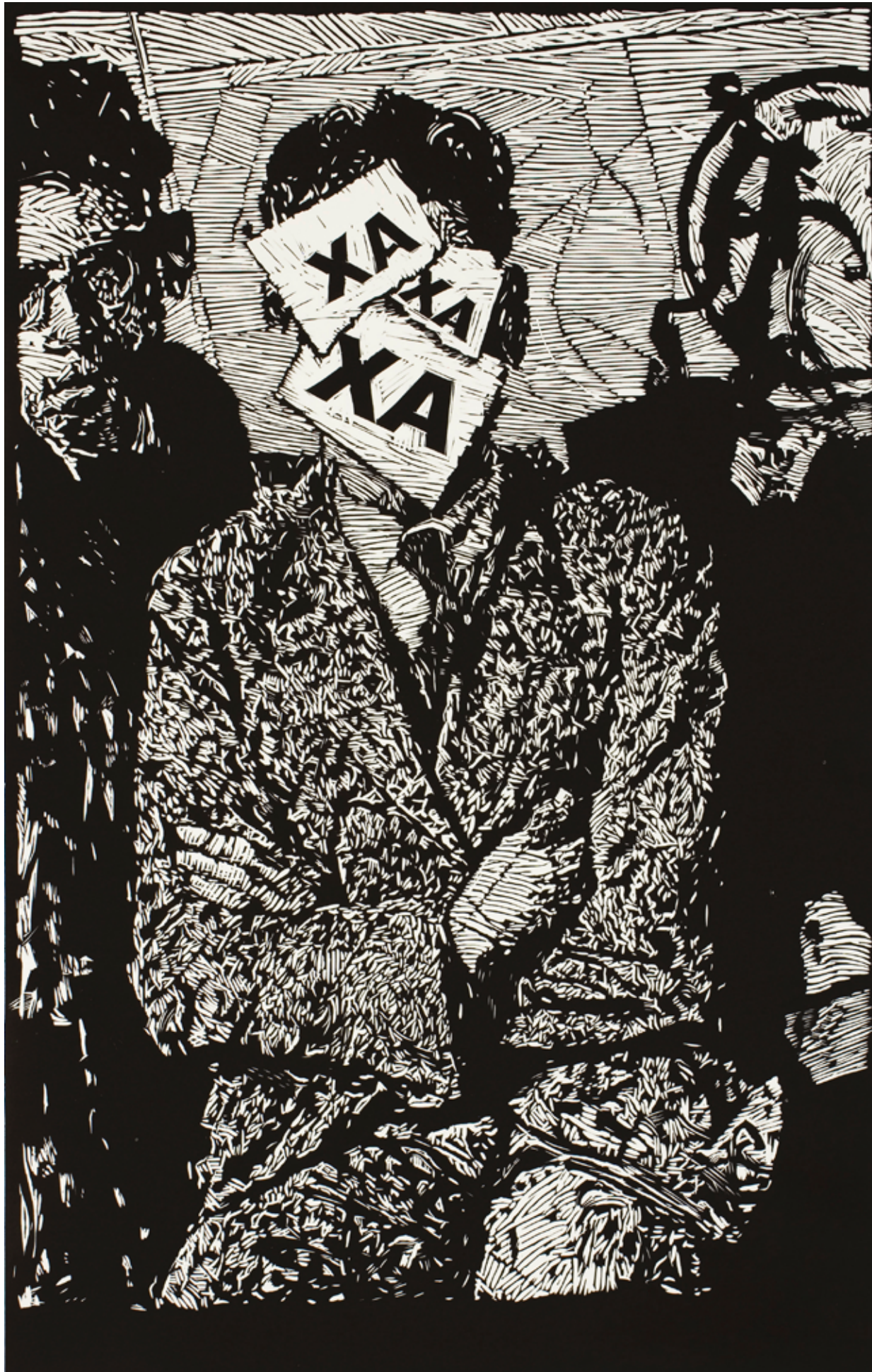
¹ Brice, L. (1998). Lisa Brice. Frankfurt & Cape Town: Galerie Frank Hänel, p.156.

COLLECTOR’S NOTE

- The highest price achieved for Lisa Brice’s work at auction is \$ 3 166 000 for *No Bare Back, after Embah* (2017) in New York, in 2021.
- Recent international group shows include the prestigious *Capturing the Moment* exhibition at Tate Modern, London from June 2023 – April 2024 and *Between the Islands* at Tate Britain from December 2021 – April 2022.
- Her solo exhibition *LIVES and WORKS* opened at Thaddaeus Ropac Gallery, Paris in October 2023, marking the artist’s debut in France, which was accompanied by a publication of the same name in August 2024.
- Other recent solo exhibitions include *Lisa Brice* at Stephen Friedman Gallery in London (2019) and *Boundary Girl* at Salon94 in New York (2017).
- Major institutional solo exhibitions include *Smoke and Mirrors* at KM21, Kunstmuseum Den Haag in 2020, and *Art Now: Lisa Brice* at Tate Britain in 2018.
- Important literature references include *Vitamin P2: Anthology of International Painting* published by Phaidon in 2011, *SOUTH AFRICAN ART NOW* by Sue Williamson in 2009 and *10 Years 100 Artists: Art in a Democratic South Africa*, edited by Sophie Perryer in 2004.







31

William Kentridge

South Africa 1955-

Xa Xa Xa

2010

linocut

signed and numbered 20/40 in pencil in the margin

sheet size: 110 x 70 cm; image size: 89.5 x 57 cm unframed

ZAR 180 000 – 240 000

USD 9 829 – 13 239

GBP 7 750 – 10 334

EURO 9 075 – 12 100

BID

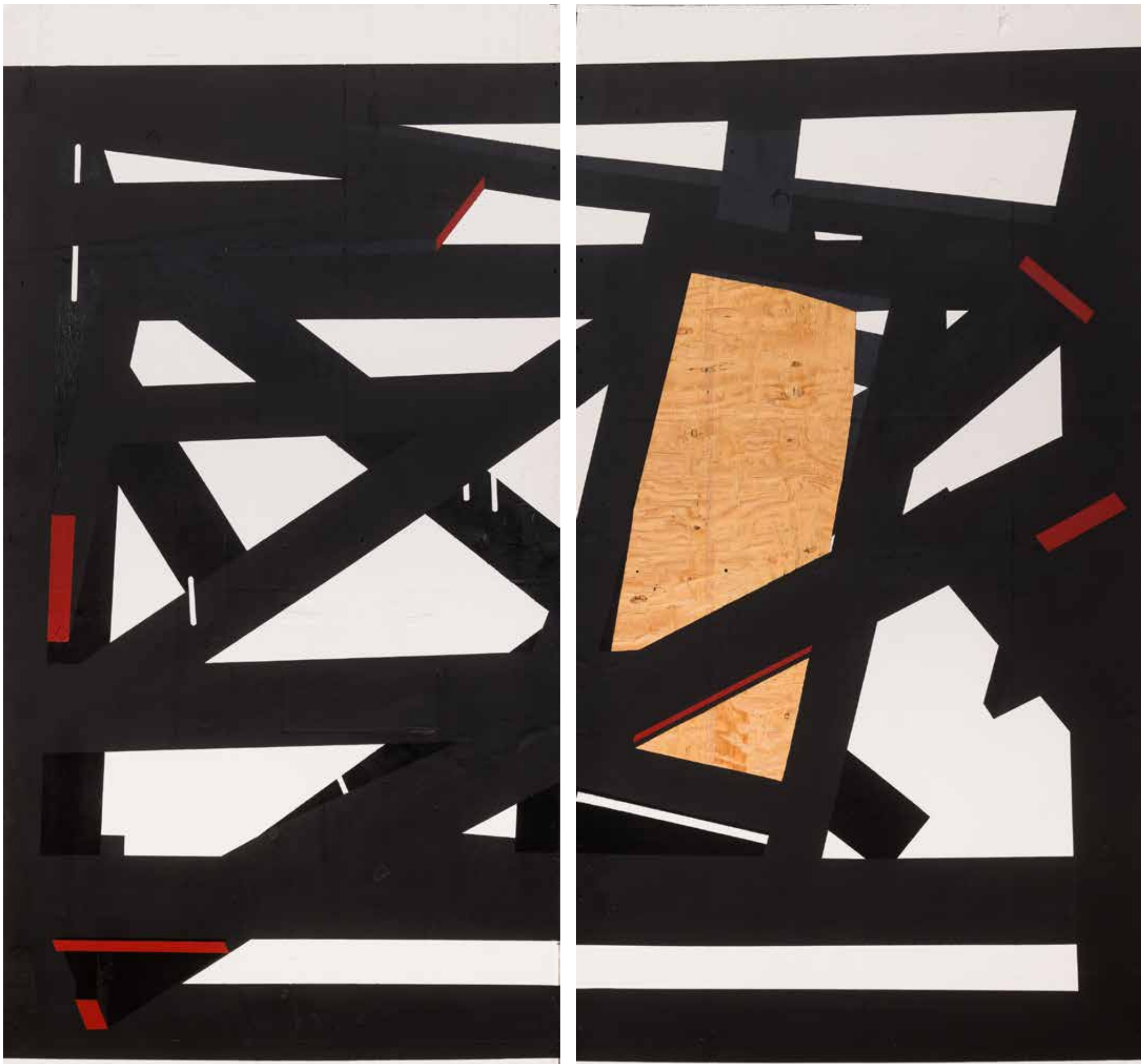
PROVENANCE

Private collection, Johannesburg.

LITERATURE

Schaschl, S. (ed.). (2015). *William Kentridge The Nose*.

Germany: Museum Haus Konstruktiv, another example from the edition illustrated on p.211.



32

Serge Alain Nitegeka

Rwanda 1983-

Fragile Cargo II, Studio Study II 2012

acrylic on wood

227 x 122.5 x 6 cm, two panels

ZAR 250 000 – 350 000

USD 13 791 – 19 307

GBP 10 764 – 15 070

EURO 12 604 – 17 646

BID

PROVENANCE

- Private collection, Cape Town.
- Stevenson, Johannesburg.

EXHIBITED

- Stevenson, Johannesburg, *Black Lines*, 1 March to 30 March 2012.
- Le Manège, Dakar, *Structural Response 1*, 12 May to 30 June 2012.

LITERATURE

Serge Alain Nitegeka: Black Subject/s. (2012). [Exhibition catalogue]. Stevenson Gallery in association with the French Institute: Johannesburg, illustrated in colour on p. 65.

Serge Alain Nitegeka

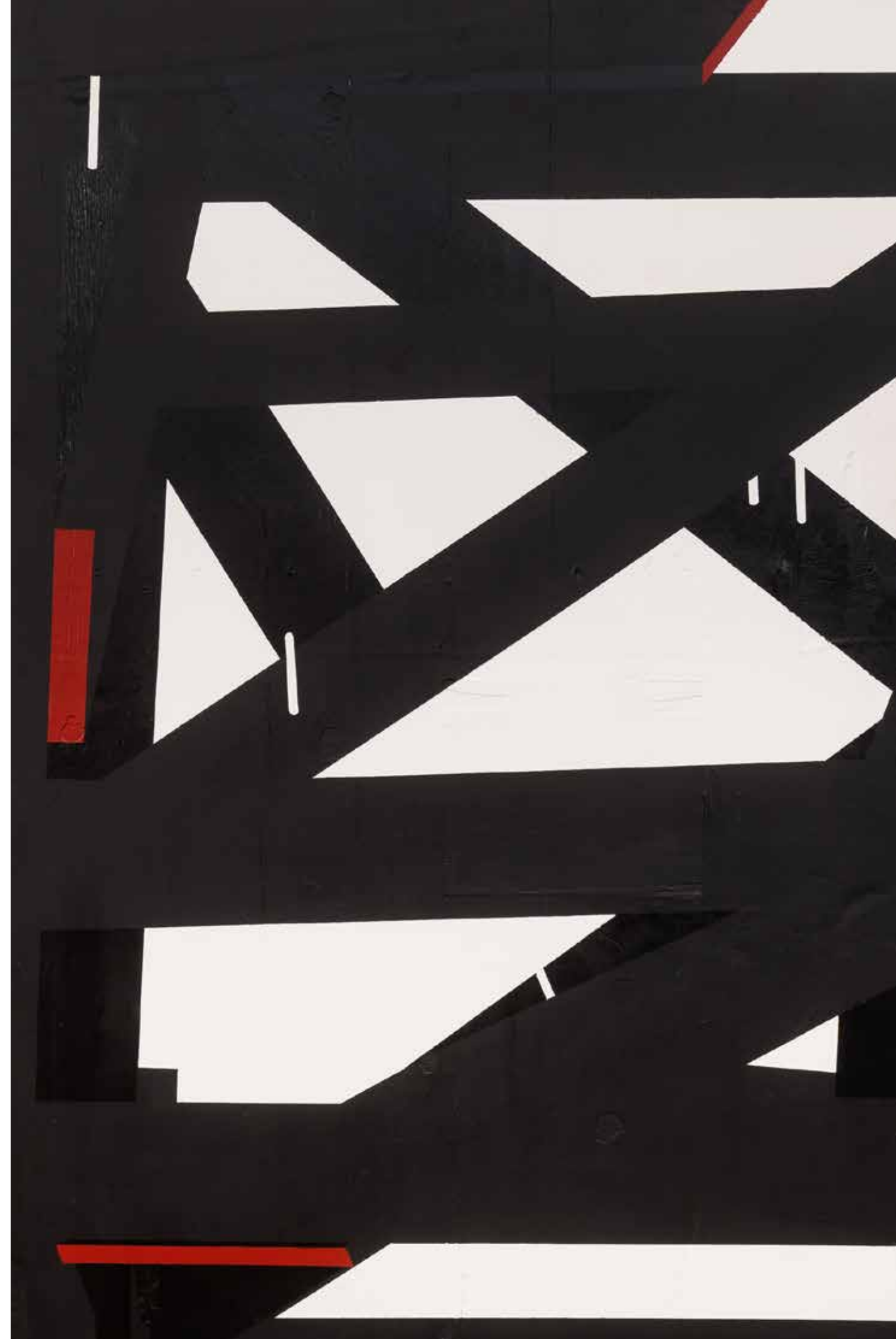
Serge Nitegeka's *Fragile Cargo II, Studio Study II* (2012) is a large-scale formalist study of line, space, and perspective, featuring primary colours, and hard-edged forms on exposed chipboard or plywood. While there are no direct representations of figures present, the composition suggests an embodied experience.

Nitegeka's paintings relate closely to his sculptural installations, which often transform gallery spaces into complex, maze-like constructions of rectilinear beams. These works, influenced by Nitegeka's experiences as a refugee fleeing conflict in Burundi and Rwanda, metaphorically explore themes of displacement, dislocation, and forced migration.

Fragile Cargo II, Studio Study II can be interpreted as a study for such an installation, positioning the viewer outside an abstract field of vision that is difficult to enter. Each line in the work serves as a metaphorical border, highlighting the precariousness that underpins its minimalist beauty. Nitegeka's sophisticated composition and formal aesthetic align with the 20th century traditions of minimalism and abstraction, while also engaging with contemporary global issues.



Black Lines installation view with *Fragile Cargo II, Studio Study II* in the background at Stevenson, Cape Town in 2012.







33

Kay Hassan

South Africa 1956-

Untitled (Portrait)

2006

paper construction

adhered with a SMAC gallery sticker on the reverse

137 x 100 cm; framed size: 149 x 119 x 6.5 cm

ZAR 120 000 – 180 000

USD 6 620 – 9 929

GBP 5 167 – 7 750

EURO 6 050 – 9 075

BID

PROVENANCE

- Private collection, Cape Town.
- SMAC Gallery, Stellenbosch.



34

Sam Nhlengethwa

South Africa 1955-

*East View Corner; Nugget and
125 Kerk Str*

2019

oil and collage on canvas
signed and dated bottom right; signed, dated and inscribed
with the title on the reverse
95 x 115 x 10 cm

ZAR 200 000 – 300 000
USD 11 033 – 16 549
GBP 8 611 – 12 917
EURO 10 083 – 15 125

BID

PROVENANCE

- Private collection, Johannesburg.
- Goodman Gallery, Johannesburg.

EXHIBITED

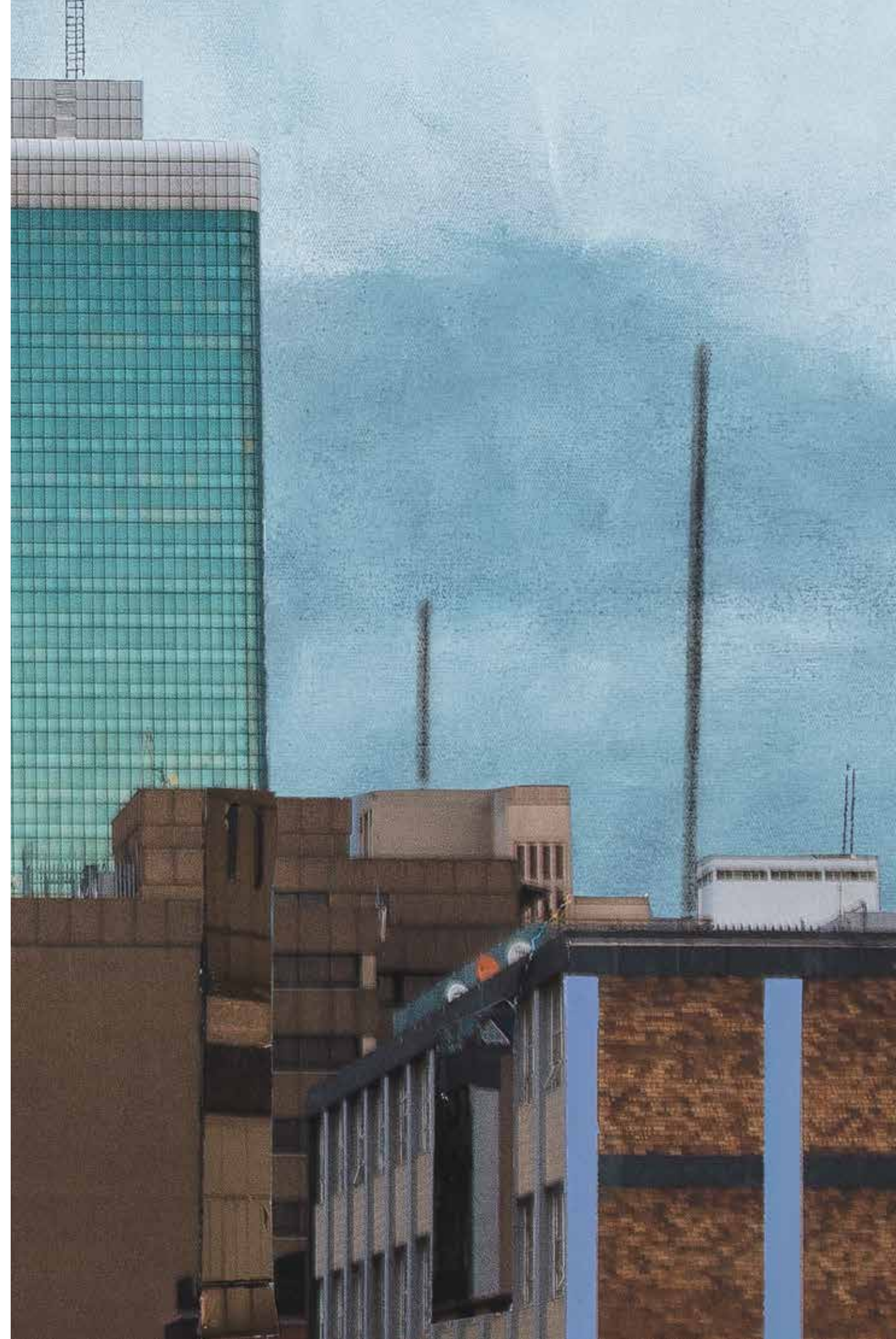
Goodman Gallery, Johannesburg, *Sam Nhlengethwa: Joburg
Selected*, 12 October to 16 November 2019.

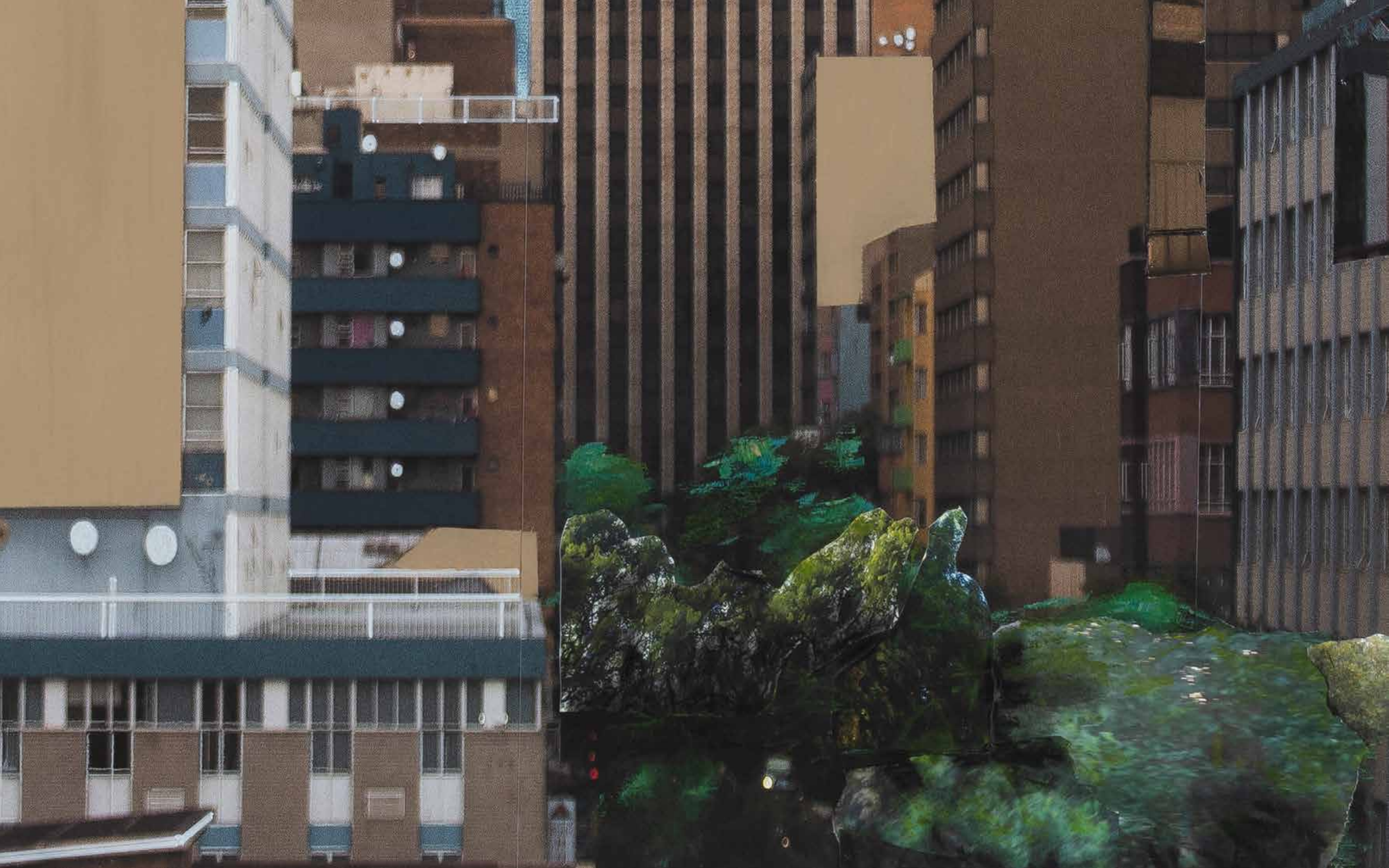
Sam Nhlengethwa

Although Sam Nhlengethwa is well known for his beautiful interior scenes, *East View Corner; Nugget and 125 Kerk Str* is a reflection on the exterior sights and sites of the city of Johannesburg. The work was showcased at his solo exhibition *Sam Nhlengethwa / Joburg Selected* at Goodman Gallery in October/November of 2019 and formed part of a collection of works depicting scenes the artist encountered whilst working and travelling in the city centre.

The painting can be understood as an 'ode' or 'love letter' to the architecture of the city – conveying the impression of a quiet, contemplative moment in a sprawling metropolis, well known for its bustling sounds and sights. It is not clear why the artist selected the scene at 125 Kerk Street. His studio space – first at the Bag Factory in Fordsburg and then at August House in Doornfontein – is within 3 minutes walking distance from this location – offering a possible explanation as to how he encountered the view. The mystery, however, allows the viewer to wonder if the artist came across it during a walk, a studio visit, or exciting weekend event or perhaps even allows one to reminisce on their own experience and memories whilst spending time in the inner city.

Carina Jansen







35

David Koloane

South Africa 1938-2019

Day Break

2016

monotype

signed, dated, numbered EV 1/3 in pencil in the margin and embossed with the MK and Artist's Print Workshop chop mark bottom left

sheet size: 87 x 181.5 cm; framed size: 114.5 x 199 x 6 cm

ZAR 60 000 – 80 000

USD 3 310 – 4 413

GBP 2 583 – 3 445

EURO 3 025 – 4 033

BID

PROVENANCE

- Private collection, Johannesburg.
- Acquired directly from the artist.

David Koloane

COLLECTOR'S NOTE

- Koloane's most notable auction result was achieved at Aspire Art in 2021 for his work *Johannesburg City Scape* (2009) which sold for R 341 400.
- In 2019, David Koloane's 40-year career was celebrated in the retrospective exhibition *A Resilient Visionary: Poetic Expressions of David Koloane* which opened at the Iziko South African National Gallery in Cape Town and later travelled to Standard Bank Gallery and Wits Art Museum in Johannesburg.
- Notable accolades include a Prince Claus Fund Award from the Netherlands government and two Honorary Doctorates from Wits University in 2012 and Rhodes University in 2015.
- Prestigious exhibitions and biennales include the 55th Venice Biennale in 2013 and inclusion in the group exhibition *Liberated Voices: Contemporary Art from South Africa* at the National Museum of African Art in Washington DC. in 1999.
- A pioneer in the development of the black art community in South Africa, Koloane was the head of Fine Arts at the Federative Union of Black Artists (FUBA), was instrumental in establishing studio space for black artists at The Fordsburg Artists' Studios (The Bag Factory) and founded the Thupelo Workshops in South Africa, a concept that spread to Botswana, Mozambique, Zimbabwe and Namibia.





37

Robert Hodgins

South Africa 1920-2010

Turn of the Century

2009

watercolour, varnish and oil on canvas
signed, dated and inscribed with the artist's name, title and
medium on the reverse
60 x 60 cm; framed size: 62.5 x 62.5 x 3.5 cm

ZAR 280 000 – 340 000
USD 15 446 – 18 756
GBP 12 056 – 14 639
EURO 14 116 – 17 141

BID

PROVENANCE

- Private collection, Cape Town.
- Acquired directly from the artist.

EXHIBITED

Vela Projects, Cape Town, *Heroes and Villains*,
17 May to July 2024.

Robert Hodgins

Robert Hodgins was a keen social observer who approached the complexities of human life with a mix of curiosity and critique. He described people as “visual facts” or “painting facts,” suggesting that through image-making, these facts gradually become “real facts”.¹ For Hodgins, painting was not just a creative endeavour but a means to visually explore and reflect on the intricacies of the human experience. By translating his observations into themes and metaphors, he created artworks that were both entertaining and thought-provoking.

The brilliant *Turn of the Century* shows Hodgins’ interest in portraying people within social or historical contexts. Here, two figures, a man and a woman, emerge as satirical characters from a bygone era. Loosely rendered against a vibrant backdrop of yellows, oranges, and reds. Their indistinct features give them a surreal, dreamlike quality, reminiscent of a beautiful, faded memory.

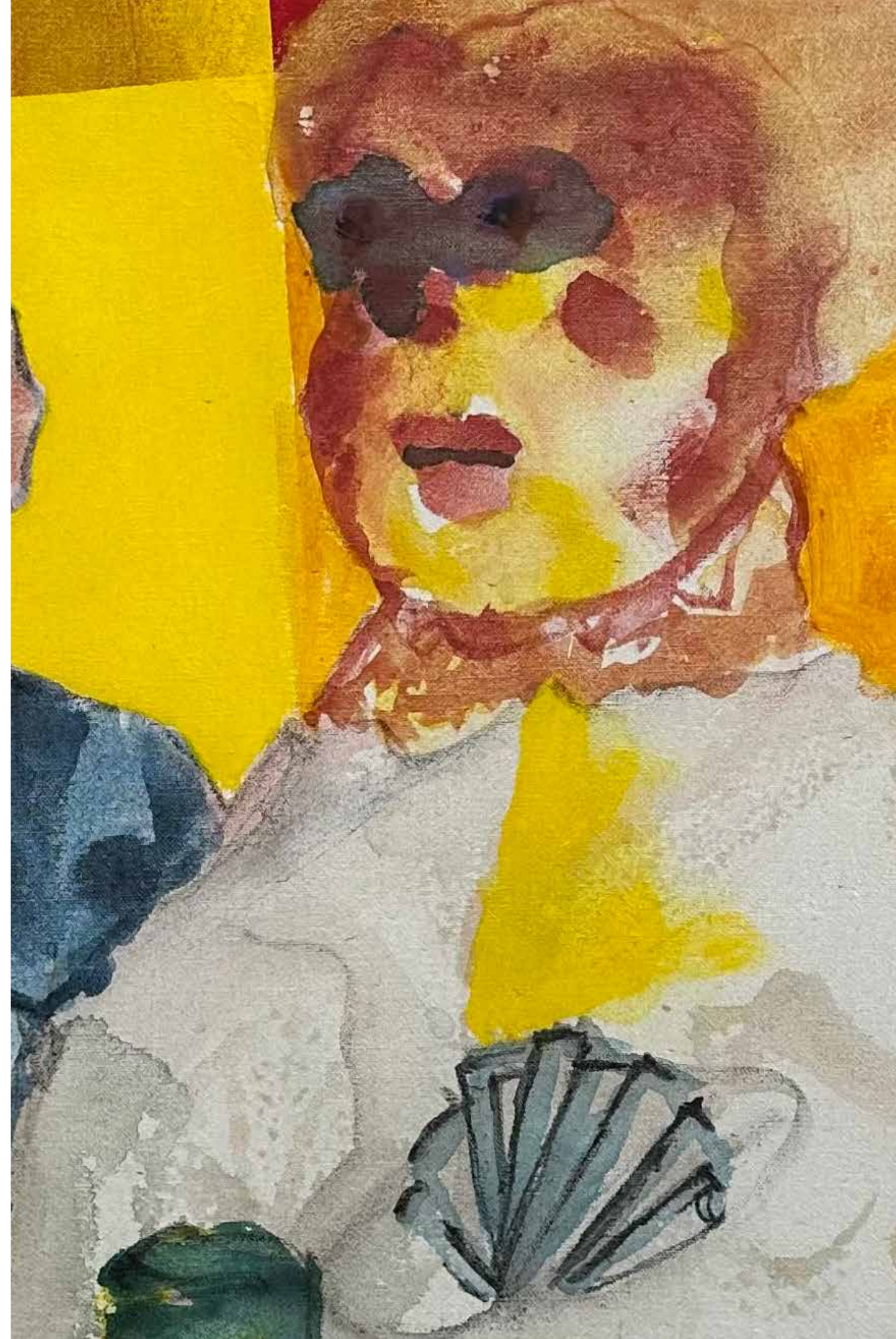
The title suggests the artist’s contemplation of the changes and tensions experienced at the turn of a century, hinting at themes of modernisation, unease, the clash between old-world values and a new era as well as the impact of time on human behaviour.

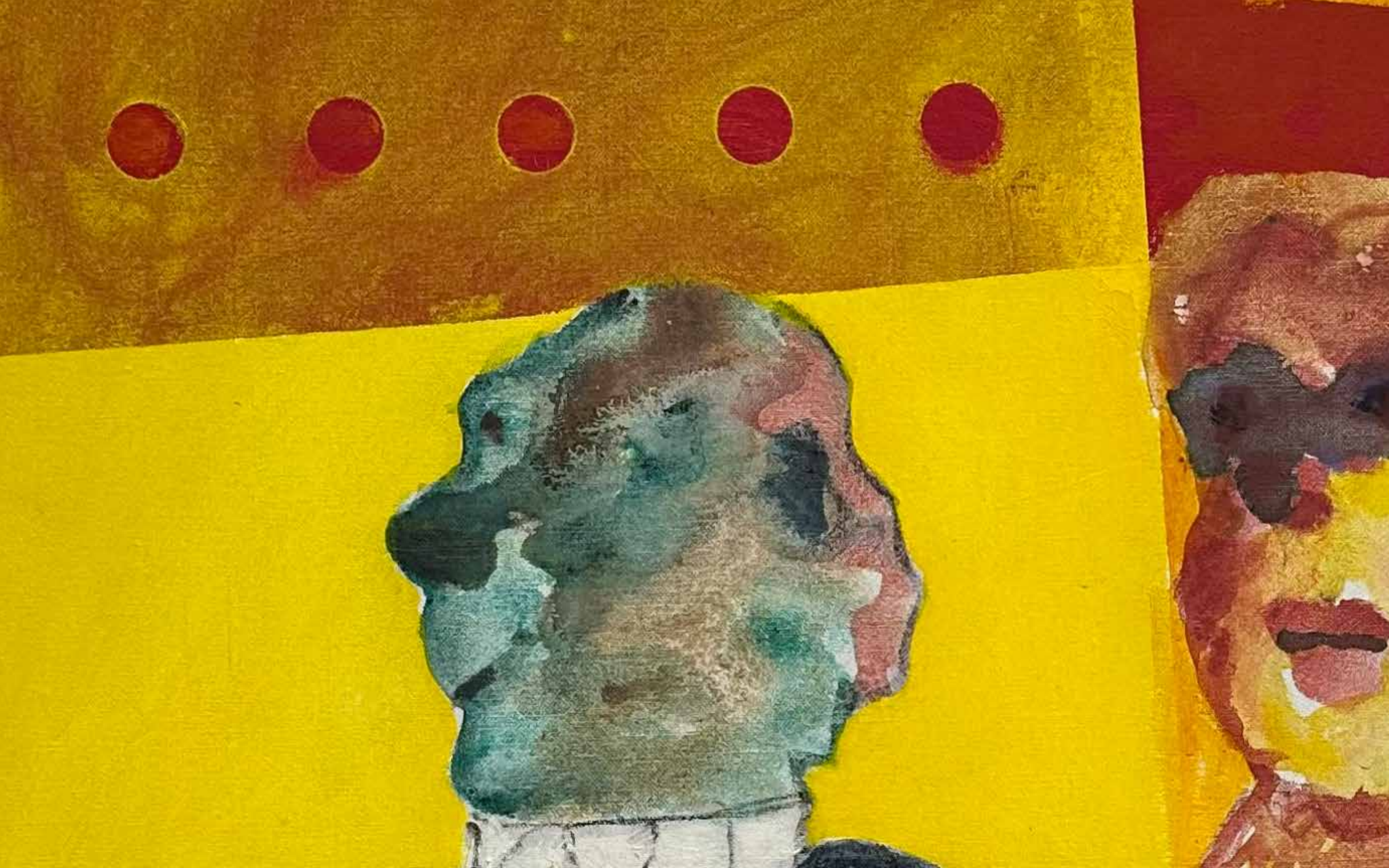
Hodgins portrays the figures with humour and endearing charm, examining power dynamics and societal roles. The man, in formal attire, symbolizes outdated power structures, while his blurred face signifies the erosion of authority. The woman, holding a fan, represents traditional femininity, but her distorted features reflect the evolving roles of women in the 20th century.

Painted in 2009, a year before Hodgins’ passing, *Turn of the Century* resonates with profound thematic depth. It is an outstanding work which serves as a testament to the artist’s exceptional technical skill in painting, bold and strategic use of colour to evoke emotion, and above all his artistic ingenuity.

Marelize van Zyl

¹Smith, K (2008), *Some General Rules: Robert Hodgins in Conversation with Kathryn Smith* in Julia Charlton, J and Buys, A. (eds) (2012). *A Lasting Impression: The Robert Hodgins Print Archive*. Johannesburg: Wits Art Museum, p.130.





Deborah Bell

South Africa 1957-

Cry Me a River

2010

etching on paper

signed, dated, numbered 16/30 and inscribed with the title in pencil in the margin

and embossed with a David Krut Workshop chop mark bottom left

sheet size: 67.5 x 47.5 cm; plate size: 49 x 39 cm;

framed size: 78 x 58 x 3.5 cm

ZAR 12 000 – 16 000

USD 662 – 883

GBP 517 – 689

EURO 605 – 807

BID

PROVENANCE

Private collection, Cape Town.

EXHIBITED

Eclectica Contemporary, Cape Town, *Print Matters*,
1 June to 31 July 2023, an example from the edition exhibited.

COLLECTOR'S NOTE

Created shortly after the passing of Deborah Bell's close friend and fellow artist, Robert Hodgins, this etching serves as a moving homage to their friendship and creative partnership.

At the bottom right of the print, a simple yet poignant line reads: “Goodbye, my friend.”, underscoring the personal and emotional significance of this tribute.

Bell and Hodgins shared a rich artistic partnership, collaborating with William Kentridge on various projects since the 1980s, including *Memo* (1994), a collaboration that notably marked the first time Bell incorporated text into her work. Their collaborative process, which often involved music and the exchange of ideas, deeply influenced Bell's artistic practice.

The title of the etching recalls a song the two friends often danced to, capturing the mixture of grief and remembrance that Bell felt at the time.



39

Walter Battiss

South Africa 1906-1982

Bus Stop

oil on wood panel
signed bottom left
18.5 x 52 cm; framed size: 28.5 x 62 x 4 cm

ZAR 120 000 – 180 000
USD 6 620 – 9 929
GBP 5 167 – 7 750
EURO 6 050 – 9 075

BID

PROVENANCE

- Private collection, Johannesburg.
- Thence by descent.
- Private Collection, Germany.







40

Hugo Naudé

South Africa 1869-1941

Seascape

oil on canvas

35 x 41 cm; framed size: 60 x 65.5 x 6 cm

ZAR 150 000 – 250 000

USD 8 275 – 13 791

GBP 6 458 – 10 764

EURO 7 562 – 12 604

BID

PROVENANCE

Private collection, Johannesburg.



41

Hugo Naudé

South Africa 1869-1941

Namaqualand

oil on canvas
signed bottom left; printed with the artist's name and the title
on a Die Kunsamer gallery label on the reverse
38 x 52.5 cm; framed size: 50 x 64.5 x 4.5 cm

ZAR	100 000 – 150 000
USD	5 516 – 8 275
GBP	4 306 – 6 458
EURO	5 042 – 7 562

BID

PROVENANCE

- Private collection, Johannesburg.
- Die Kunsamer, Cape Town.





42

George Pemba

South Africa 1912-2001

Transkei Woman

1970

oil on canvas board
signed and dated top right; inscribed with the title on the reverse
56 x 45.5 cm; framed size: 59.5 x 49 x 5.5 cm

ZAR 300 000 – 400 000
USD 16 549 – 22 065
GBP 12 917 – 17 223
EURO 15 125 – 20 166

BID

PROVENANCE

Private collection, Gqeberha.

George Pemba

In 1931 a sitter for one of George Pemba’s portraits told him “But I never thought you could paint souls!”¹. Pemba’s ability to create psychologically charged and empathetic portraits has established him as a celebrated artist of the genre. In *Transkei Woman* the sitter meets our appraisal with a calm, measured and contemplative gaze bringing into sharp focus Pemba’s exceptional skill as a portrait painter and also his deep interest and passion for traditional African heritage.

In his diary in the 1940s Pemba wrote “I was always able to put myself in the place of another person, and this ability helped me a great deal in building up my art. I think, that one must be like this if one wants to create truthfully”.² Pemba’s deep interest in human nature allowed him to capture the psychological aspects of his subjects and this small, intimate portrait of a *Transkei Woman* emanates with a deep sense of reverence and the respect the artist, no doubt, held for the elder.

Although urban born and bred and the product of a Christian middle class upbringing, Pemba maintained a great pride in African heritage. In 1944, he secured a grant from the then Bantu Welfare Trust and embarked on a grand tour across South Africa. Interested to see how different people lived, the artist wanted to “capture the soul of the South African peoples in their natural surroundings”. He recalls,

This loan was intended to enable me to see the beautiful plains and mountains of my own land, as I felt I could no longer tolerate being shut up in an office. I longed to see the Zulus, from whence the Xhosas originated, and the Basutos, the original people....I belong to the Ngquosini tribe, the river people, who fled Moshoeshoe, and joined the Xhosas many years ago.³

Pemba painted many portraits and works portraying traditional life after this early trip and the genre would become an important part of his oeuvre throughout his life.

Sarah Sinisi

¹ Sunday Times Heritage Project, George Pemba: Artist in the Wilderness. Available at https://sthp.saha.org.za/memorial/george_pemba.htm (Accessed 23 February 2023).

² Huddleston, S. (1996). *Against All Odds*. Jeppestown: Jonathon Ball Publishers. p.40.

³ Ibid.





43

Irma Stern

South Africa 1894-1966

Arab Family

1942

oil on canvas

signed and dated top right

60.5 x 50 cm; framed size: 85 x 64..5 x 11.5 cm

ZAR 4 000 000 – 6 000 000

USD 220 654 – 330 982

GBP 172 226 – 258 339

EURO 201 664 – 302 496

BID

PROVENANCE

Private collection, Cape Town.

Irma Stern

This solemn family portrait of an Arab mother, father and child is a remarkable example from Irma Stern's rich archive of paintings recording the widespread existence of the Islamic faith in sub-Saharan Africa.

The artist's fascination with Islam first developed from an introduction to the Cape Malay culture in her hometown of Cape Town and her enchantment grew in her travels in Africa; to Dakar (1937 & 1938), Zanzibar (1939 & 1945) and the Congo (1942). Attracted to the splendour of Muslim women in their finery and adornment and men in their flowing robes, some of the artist's most beloved and celebrated Islamic subjects, include *Two Arabs, Dakar* (1938) in the collection of the Iziko South African National Gallery, *The Malay Bride* (1942) from the Homestead Collection and *Arab Priest* (1945) which sold for a record-breaking £ 3 million in London in 2011 and is now in the collection of The Qatar Museums Authority.

Stern was known to paint from live subjects who would be required to patiently pose for the artist, but also from memory and preparatory sketches when she could not persuade subjects to sit for the required time. *Arab Family*, painted in 1942, may have been painted from in the artist's studio in Cape Town – from sketch or subject – but evidence suggests that the intriguing work may, in fact, have been captured during her seminal trip to the Congo that year.

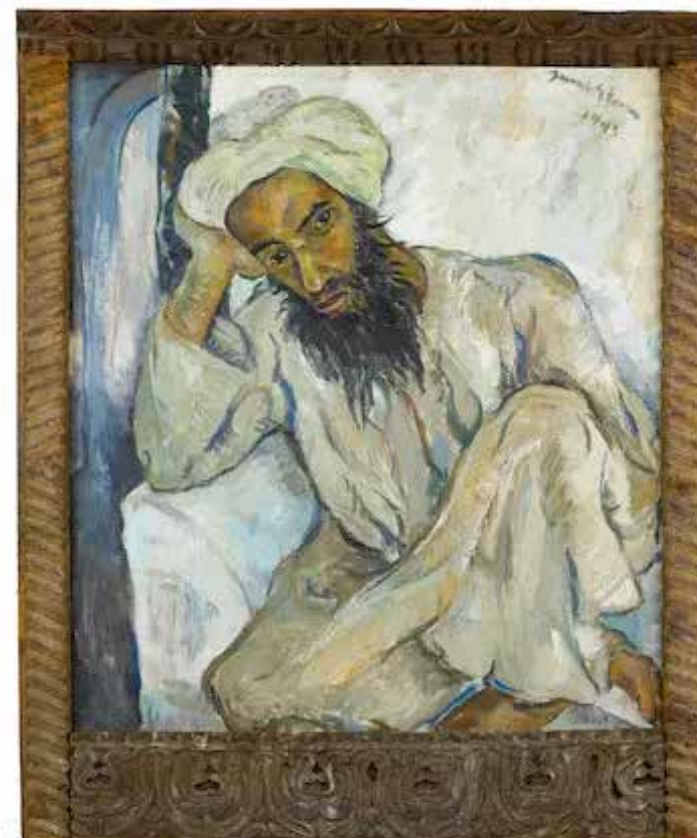
On 25 May 1942 Irma Stern left Cape Town and journeyed by train to Lubumbashi (then Elisabethville) in the Congo. She would spend nearly 5 months travelling and painting in the area today known as the Democratic Republic of Congo and the Belgian colonial region in central Africa that currently also encompasses Rwanda. From Lubumbashi the artist travelled north-east to Lake Kivu, Butare and Kigali before traveling to Kisangani and then to Isiro. Her paintings from central Africa include wonderful, lush forest landscapes, river and village scenes as well as captivating portrait and figure studies.

The majority of her subjects from the period were from three cultural groups; the Watussi (Tutsi), Megbwena (Mangbetu) and Kuba but she notably also continued her exploration of Islam subjects in the Congo.

In July, Stern visited the annual Fête Nationale in Kigale. The grand festival was attended by important guests; King Kutara Rudahigwa, his new Queen Rosalie Gicanda, the Queen mother, Government officials, and what Stern referred to as wealthy Arab coffee dealers.¹ Stern's 'chief desire' had been to paint the Queen. The royal subject, however, had likely not been able to sit for the required period – and Professor Sandra Klopper notes that most of the works she produced in Kigali depict others at the festival including Princess Emma Bakayishonga and members of the Arab community.



Two Arabs, Dakar (1938)
In the collection of the Iziko South African National Gallery.



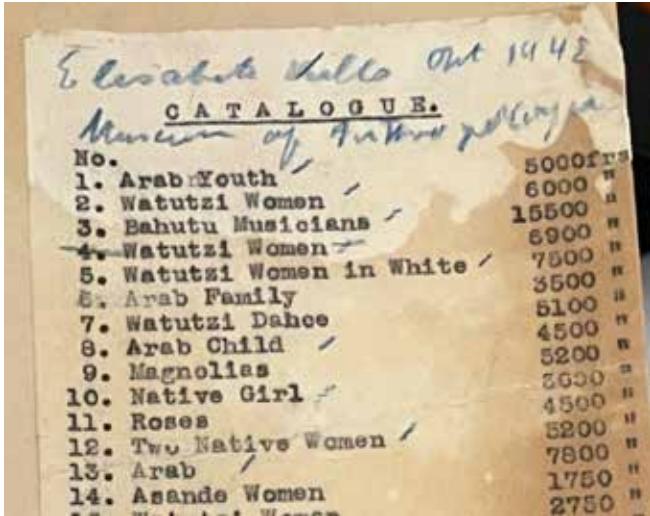
Arab Priest (1945)
The Qatar Museums Authority, Doha, State of Qatar.



The Malay Bride (1942)
from the Homestead Collection.

Irma Stern

On the artist’s return to Lubumbashi, before travelling home to South Africa, she held an exhibition at the Musée Ethnographique. Here she showed 73 works including a Cape landscape and seven still-life paintings she had presumably taken with her from Cape Town.² None of these works sold but her exhibition catalogue does indicate that 11 other works did sell on the one-day exhibition, including an ‘Arab Family’ which sold for 3 500 francs.³



While Stern’s personal records and exhibition catalogue do not include images, the work shown in Elisabethville is likely the very *Arab Family* currently on offer. The price paid for the painting is indeed in line with what Stern charged for works of similar dimensions at the time. What is more, the subject matter – a family – is extremely rare. Stern often painted portraits of individuals, children, and throughout her career captured the archetypal ‘mother and child’ as seen in well-known work such as *Mother and Child* (1949) and *Mother and Child: Elsabe Einhorn* (1949) – the addition of a father figure makes this work stand out within her extensive oeuvre.

Purchased in the late 1980s by a late Pretoria collector at Volks Art Auctioneers, the work has remained in the same family collection, for nearly forty years. With the exception of a 2000 presentation at Stephan Welz and Co. – when Stephan Welz, a then trusted advisor to the late-owner,

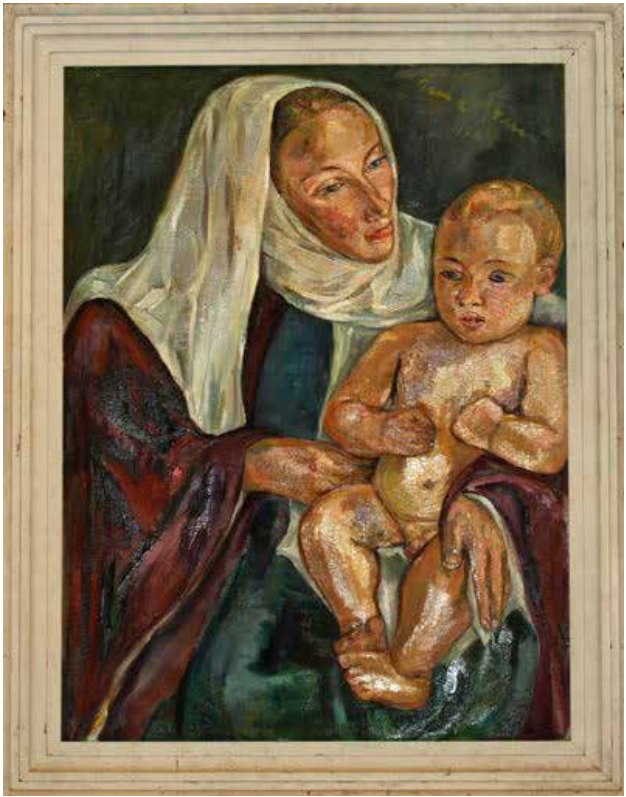
offered the work in Johannesburg – the painting has rarely been seen. The impressive family portrait painted in expressive brushstrokes in deep maroons – the fine fabric adorning the mother figure highlighted with golden and ochre – and set against a brilliant turquoise background presents a unique opportunity. Viewers are invited to engage with and explore Stern’s engagement with Islam in this most unusual and intriguing family portrait.

Sarah Sinisi

¹ Stern, I. (1943). *Congo*. Wallachs' P&P Co. Ltd.: Cape Town.p.39.
² Klopper, S. (2017). *Irma Stern: Are you Still Alive?*. Orisha Publishing: Cape Town. p.154.
³ Elisabethville Exhibition Catalogue, National Library of South Africa Cape Town campus, Irma Stern archives (MSC 31, folio 18, p.258).



Mother and Child (1949)
Private Collection



Mother and Child- Elsabe Einhorn (1949)
The Irma Stern Trust







44

Vladimir Tretchikoff

South Africa 1913-2006

Still life with vase and cloth

1950

oil on metal sheet

signed and dated bottom left

59.5 x 90 cm; framed size: 74.5 x 105 x 6 cm

ZAR 250 000 – 350 000

USD 13 791 – 19 307

GBP 10 764 – 15 070

EURO 12 604 – 17 646

BID

PROVENANCE

Private collection, Johannesburg.

Vladimir Tretchikoff

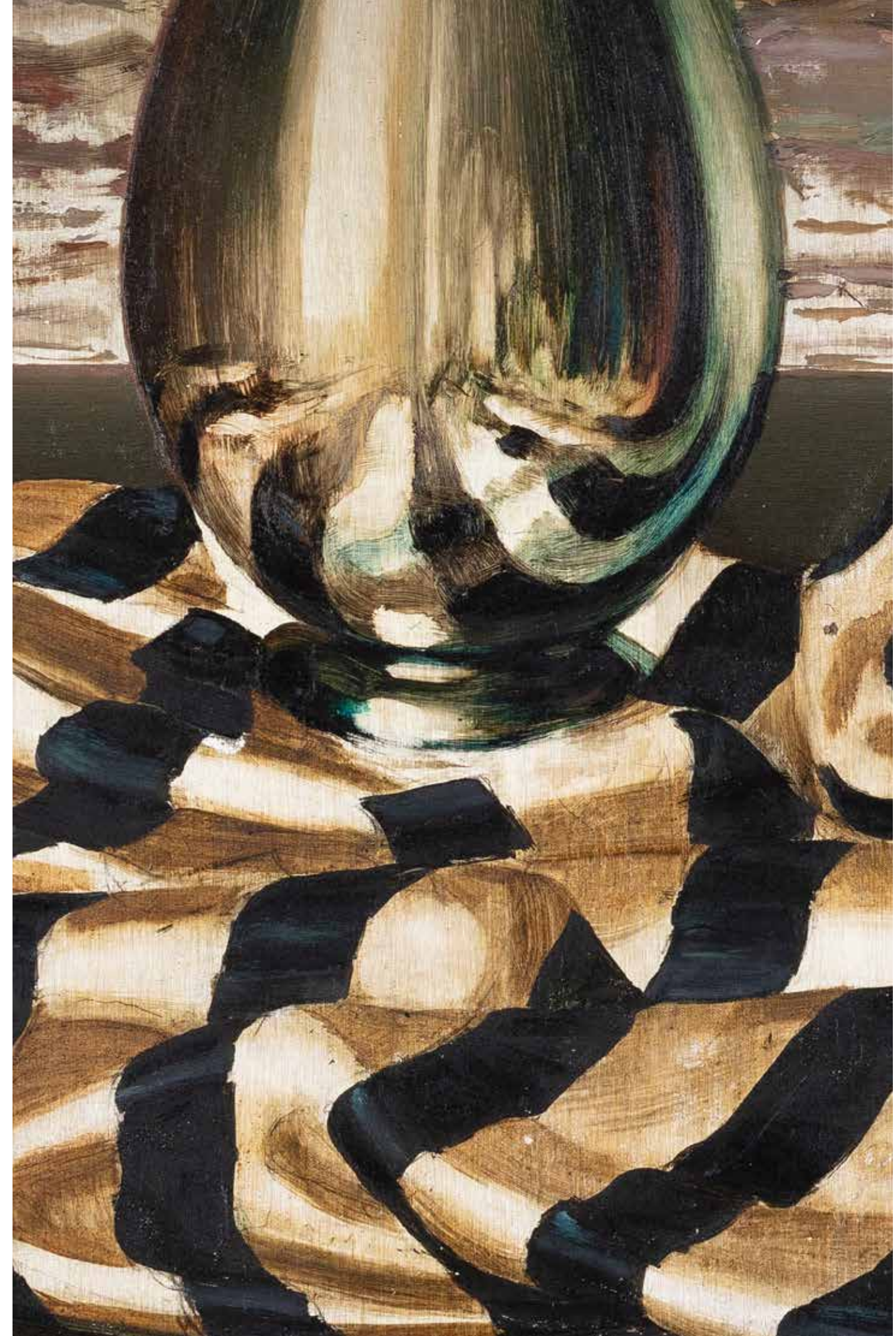
This painting by Vladimir Tretchikoff masterfully contrasts textures, drawing the viewer's attention to the interplay between the various surfaces depicted. The silkiness of the cloth, with its gold and black stripes, cascades across the canvas, capturing light in a way that emphasises its luxurious texture. The softness of each fold and ripple contrasts sharply with the whimsical background, painted with broad, liberal strokes. These swirling, dynamic brushstrokes add a sense of playfulness, and push the painting towards the edge of the fantastical.

At the centre of this textured interplay is the vase, a paragon of smoothness and reflection. The vase's mirror-like sheen captures the essence of its surroundings, distorting and reflecting the striped fabric in a way that bends reality, becoming a portal where reality is inverted and transformed. This reflective quality not only enhances the realism of the scene but also adds an element of intrigue, drawing the viewer into the interplay of light and reflection, blurring the lines between object and environment. The painting is a striking study of contrasts – between the tangible and the ethereal, the smooth and the textured – showcasing Tretchikoff's skilful manipulation of surfaces to create a visually captivating experience.

Amy Carrington

COLLECTOR'S NOTE

- The original *Chinese Girl* painting currently holds the record for a Tretchikoff work sold at auction, selling for an impressive \$1 486 424 in London in 2013.
- Vladimir Tretchikoff is considered one of the greatest commercial artists of all-time, with his most prolific work, *Chinese Girl*, recorded as the most highly circulated print in art history, selling more than half a million large-format reproductions worldwide by the end of the artist's career.
- In 2011, a major retrospective exhibition, *Tretchikoff: The People's Painter*, curated by Andrew Lamprecht was held at the Iziko South African National Gallery in Cape Town.
- A book, *Tretchikoff: The People's Painter*, was published to accompany the exhibition. Edited by Lamprecht it included essays by Boris Gorelik, Yvonne du Toit, Melvyn Minaar and Ashraf Jamal.
- Further acclaimed publications include, *The Gold Book*, a large format book written and published by Howard Timmins in 1969 and *Incredible Tretchikoff: Life of an Artist and Adventurer* by Boris Gorelik in 2013.





45

Simpbiwe Ndzube

South Africa 1990-

Becoming I, II & III

2014

acrylic on perspex print
each inscribed with the artist's name, the date and the
title on the reverse
84.5 x 59.5 x 3 cm each

ZAR 120 000 – 180 000
USD 6 620 – 9 929
GBP 5 167 – 7 750
EURO 6 050 – 9 075

BID

PROVENANCE

Private collection, Cape Town.

EXHIBITED

SMAC Gallery, Stellenbosch, *Pooling Our Secrets*,
5 to 28 February 2015.

COLLECTOR'S NOTE

An example from the edition is in the permanent
collection of the Scheryn Collection, Cape Town.

Simphiwe Ndzube

Simphiwe Ndzube's triptych *Becoming I, II & III* invites viewers into a world where the boundary between the real and the fantastical dissolves. Each panel of the triptych showcases a figure adorned in elaborate, otherworldly attire – a richly patterned gold jacket, bright orange-soled shoes, and layers of vibrant scarves that obscure the face, leaving the identity of the subject both concealed and universal. The oversized hats and white gloves add an air of theatricality, transforming the figure into a performer on the stage of a dreamlike reality. Ndzube's work often explores themes of transformation and identity, and in this piece, the figure seems to be in a state of flux, caught between becoming and being. The swirling patterns on the floor, reminiscent of traditional African textiles, ground the figure in a familiar cultural reality. Yet, the dark, sinuous roots emerging from the ground introduce an element of the uncanny, hinting at unseen forces that both nurture and ensnare.

The juxtaposition of the hyper-realistic textures of the clothing and the surreal elements like the twisting roots creates a tension between the known and the unknown, the seen and the unseen. The figure's posture, shifting from one panel to the next, suggests a narrative of movement and evolution, as if the character is navigating through different stages of existence. Ndzube's approach does not adhere strictly to 'historical truth' but instead emphasises the art of storytelling.

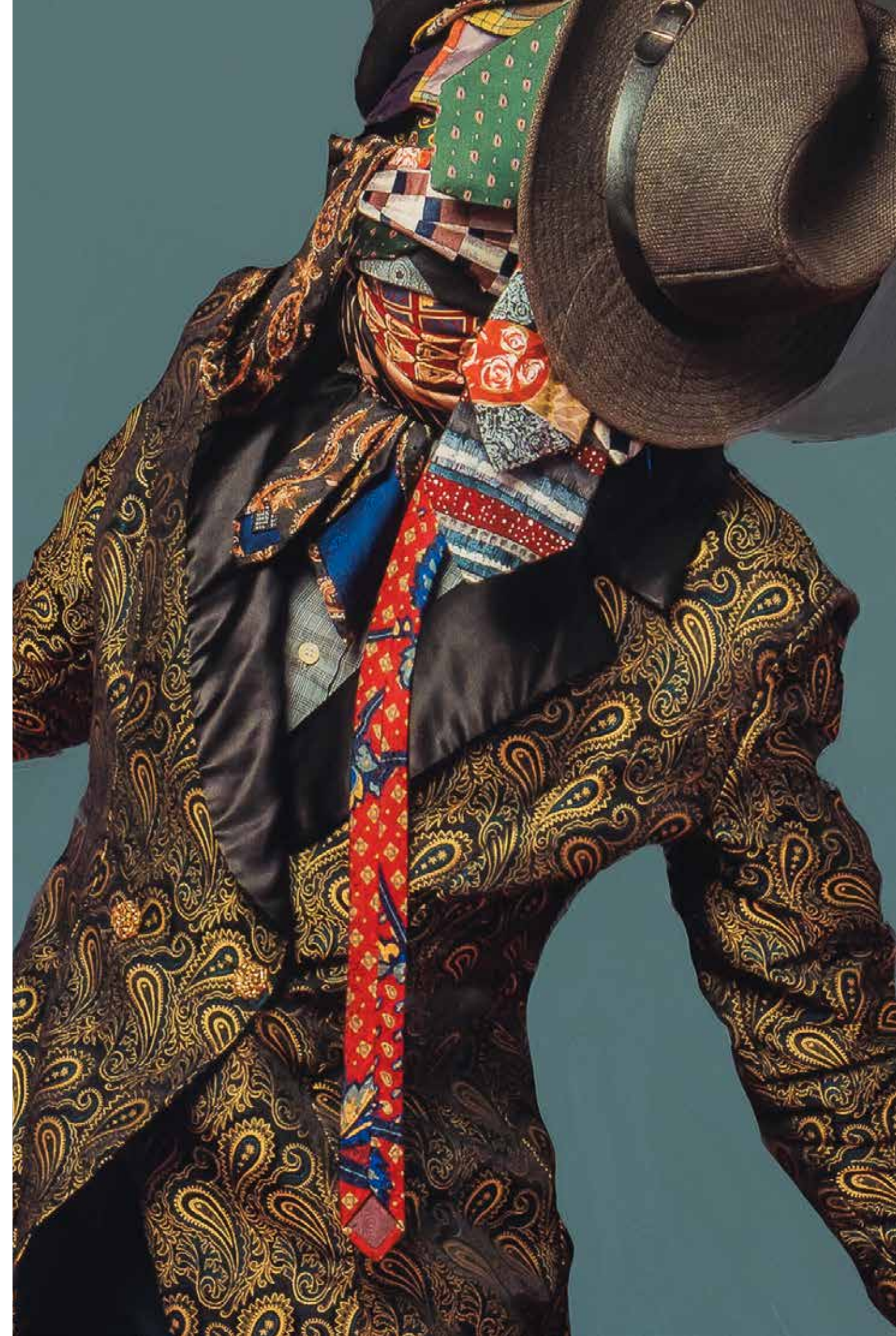
The figures are brimming with energy, embodying the human realities that befall them. They reflect the various challenges, joys, and struggles that people face. The figures are not just static images; they are portrayed in a manner that captures the essence of human existence and blurs the lines between fantasy and reality, crafting a visual allegory for the complexities of identity, particularly in post-apartheid South Africa.

Here, the fantastical dress and the surreal elements are not mere embellishments but integral to the narrative of transformation. The tension between freedom and constraint, individuality and universality, reality and fantasy, lies at the heart of Ndzube's *Becoming I, II & III*.

Amy Carrington

COLLECTOR'S NOTE

- The record for a Simphiwe Ndzube work at auction is £ 37 800 for a painting, *Figure with a Whip Leg*, sold in London in 2021.
- Notable international solo exhibitions include *After Rain Songs* at Stevenson Amsterdam, Netherlands, 2024; *Chorus* at Blum Los Angeles, 2023 and *Isithunywa so Moya* at Ncodim Gallery, Los Angeles, 2022.
- International, institutional group presentations include California Biennial 2022; Pacific Gold, at the Orange County Museum of Art, Costa Mesa, 2022 and *Summer Exhibition* at the Royal Academy of Arts, London, 2021.
- Ndzube has participated in two artist residencies, namely: *Greatmore Artist Residency Studios*, Woodstock, Cape Town and Dalton Warehouse, South Central, Los Angeles.





46

Zemba Luzamba

Democratic Republic of the Congo 1973-

Between Friends

2022

oil on canvas

signed and dated bottom right; inscribed with the artist's name, the date and title on the reverse

140 x 160 x 4 cm

ZAR 100 000 – 200 000

USD 5 516 – 11 033

GBP 4 306 – 8 611

EURO 5 042 – 10 083

BID

PROVENANCE

Private collection, Cape Town.



47

Norman Catherine

South Africa 1949-

Downtime

2001

bronze

signed and numbered 11/12 on the base

31.5 x 18.5 x 13 cm including base

ZAR 60 000 – 80 000

USD 3 310 – 4 413

GBP 2 583 – 3 445

EURO 3 025 – 4 033

BID

PROVENANCE

- Private collection, Johannesburg.
- Private collection, George.



48

Zanele Muholi

South Africa 1972-

***Mazwe I* (from the
Somnyama Ngonyama series)
2022**

giclée print on Hahnemühle Photo Rag Baryta

number 1 from an edition of 8

sheet size: 43 x 69 cm; framed size: 46 x 72 x 5 cm

ZAR 300 000 – 400 000

USD 16 549 – 22 065

GBP 12 917 – 17 223

EURO 15 125 – 20 166

BID

PROVENANCE

- Private collection, Johannesburg.
- Acquired directly from the artist.

COLLECTOR'S NOTE

Accompanied by a certificate of authenticity signed by the artist.

Zanele Muholi

Mazwe I was produced when Zanele Muholi’s was visiting Reykjavik in Iceland for an exhibition which took place at The National Museum of Iceland between October 2022 and February 2023. The exhibition was organised by the esteemed Tate Modern, London in collaboration with Bildemuseet at Umeå University and Kunstforeningen GL Strand, Copenhagen and was a major survey of more than 100 of Muholi’s works across different iconic series including *Faces and Phases* (2006 – ongoing), *Brave Beauties* (2014 – ongoing), *Being* (2006 – ongoing), *Only Half the Picture* (2002 – 2006) and, *Somnyama Ngomyama* (2012 – ongoing) – the series in which *Mazwe I* is included.

In isiZulu, Mazwe translates to ‘countries’. The title of the artwork thus alludes to an interesting reflection on travelling, as the artist has created images in the *Somnyama Ngomyama (Hail The Dark Lioness)* series all around the world. This series is one in which the artist, as a visual activist, uses their own body to address critical politics of race, representation, gendered identities and human rights in relation to the Black body – through photography. In these powerful, highly stylised black-and-white self-portraits, Muholi (playfully) employs the conventions of classical painting, fashion photography and the familiar tropes of ethnographic imagery to rearticulate discourses of contemporary identity politics.

Mazwe I shows the artist within a fur hood that alludes to the common hooded fur coats seen throughout Iceland, along with what appears to be a pen, gripped in Muholi’s mouth in a manner that reminds one of a cigar. What is also notable is the rare addition of glasses to the self-portrait. Although the work obscures the eyes, Muholi has masterfully played with light to allow the gaze to pierce through just enough to remind the viewer that they too, are being looked at, whilst still showcasing the characteristic high contrast that is essential to the *Somnyama Ngomyama* series.

COLLECTOR’S NOTE

- Photographs from the *Somnyama Ngonyama* series are highly sought-after. The highest price achieved at auction for one of these was £35,000 in 2020 for the sale of *Zodwa, Paris* (2014) in London. In 2022, Aspire Art sold *Thuthuka I* (2022) for a record-breaking R477,960.
- Listed at no 48 on the 2023 Art Review Power100 list of the most influential people in art, Zanele Muholi was recently awarded an honorary doctorate from The University of Liège in Belgium.
- Major solo museum exhibitions were presented in 2023 at the Kunstmuseum Luzern, SFMOMA in San Francisco; *Muholi: A Visual Activist* at the Museo delle Culture Photo in Milan and the MEP (Maison Européenne de la Photographie) in Paris which was the first review exhibition of the artist’s photographs in France.
- This year, the Tate Modern will be showing a major survey of the artist’s works – based on Muholi’s 2020/21 Tate exhibition including new works produced since then.
- The Fondation Louis Vuitton exhibited *From South Africa: Zanele Muholi and David Goldblatt* in 2022 which showcased the two photographers’ work together. That same year, Muholi was an honouree at the International Centre for Photography’s (ICP) 11th Annual Spotlights Benefit in New York.
- The artist presented further solo exhibitions at the National Gallery of Iceland, Reykjavik, Iceland and GL Strand, Copenhagen, Denmark as well as the acclaimed show *Being Muholi: Portraits as Resistance*, at the Isabella Stewart Gardner Museum in Boston, USA.

- Muholi exhibited images from the *Somnyama Ngonyama* series in *May You Live in Interesting Times* at the 58th Venice Biennale in 2019.
- The artist produced *Masihambisane*, a project on Visual Activism for Performa 17, New York in 2017.
- In 2019, Muholi received the Best Photography Book Award from the Kraszna-Krausz Foundation for *Somnyama Ngonyama: Hail, The Dark Lioness*.



49

Cyrus Kabiru

Kenya 1984-

Macho Nne 05 (Westgate)

2014

pigment ink on HP premium satin photographic paper

AP1 from an edition of 5 +2 APs

sheet size: 150 x 120 cm; framed size: 153 x 123 x 3 cm

ZAR 50 000 – 70 000

USD 2 758 – 3 861

GBP 2 153 – 3 014

EURO 2 521 – 3 529

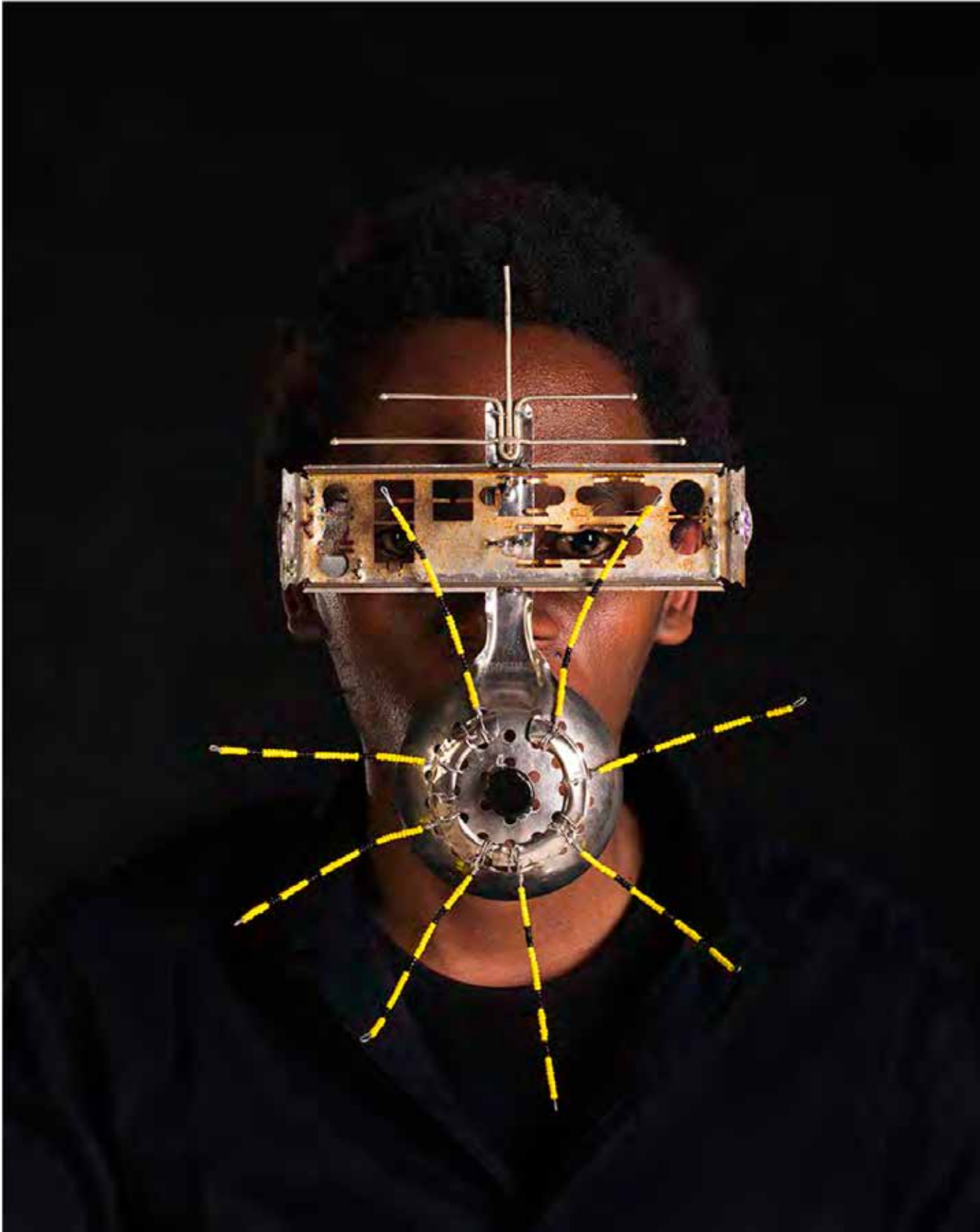
BID

PROVENANCE

- Private collection, Cape Town.
- SMAC Gallery, Cape Town.
-

EXHIBITED

- Zeitz MOCAA, Cape Town, *All Things Being Equal*, 22 September 2017 to 30 June 2019, another example from the edition exhibited.
- SMAC Gallery, Cape Town, *C-Stunners & Black Mamba*, 29 January to 14 March 2015, another example from the edition exhibited.



50

Cyrus Kabiru

Kenya 1984-

Macho Nne 13 (White House Spider)

2014

pigment ink on HP premium satin photographic paper

AP1 from an edition of 5 +2 APs

sheet size: 150 x 120 cm; framed size: 153 x 123 x 3 cm

ZAR 50 000 – 70 000

USD 2 758 – 3 861

GBP 2 153 – 3 014

EURO 2 521 – 3 529

BID

PROVENANCE

- Private collection, Cape Town.
- SMAC Gallery, Cape Town.
-

EXHIBITED

- Zeitz MOCAA, Cape Town, *All Things Being Equal*, 22 September 2017 to 30 June 2019, another example from the edition exhibited.
- SMAC Gallery, Cape Town, *C-Stunners & Black Mamba*, 29 January to 14 March 2015, another example from the edition exhibited.

Cyrus Kabiru

Cyrus Kabiru is an innovative artist whose work seamlessly blends traditional craftsmanship, design, fine art, fashion, and performance. He is best known for his evolving C-Stunner collection – exquisite, sculptural eyewear crafted from found objects. Embracing an Afrofuturist vision, Kabiru adopts an alter ego when donning these creations, often serving as the model for his striking self-portrait series.

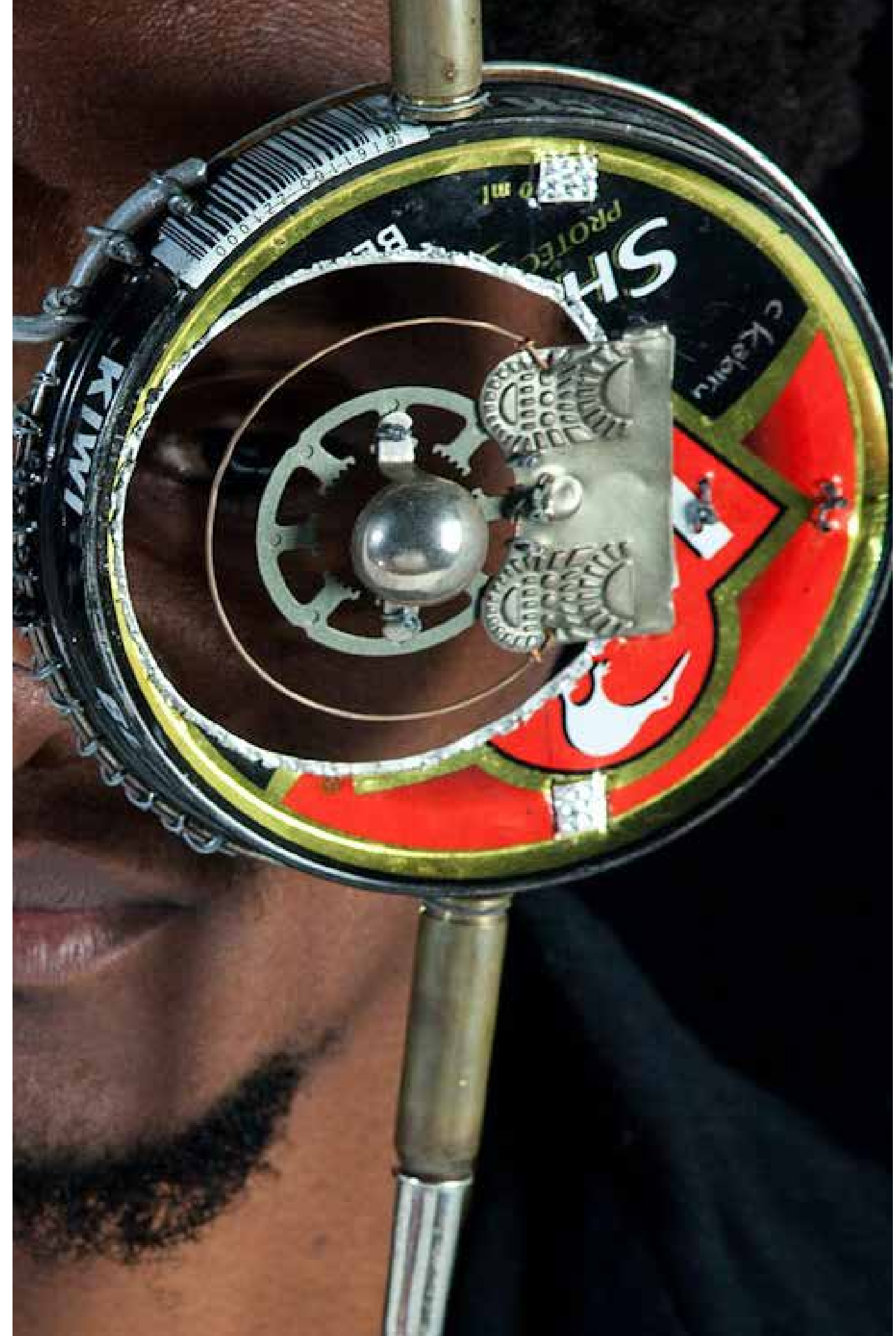
Macho Nne 05 (Westgate) and *Macho Nne 13 (White House Spider)* are powerful, visually compelling works that invite direct engagement. The term ‘Macho Nne,’ meaning ‘four eyes’ in Swahili, is a title Kabiru uses for these photographs, symbolising the transformative effect of wearing his C-Stunners. It is Kabiru’s own face that breathes life into these images, adding a layer of authenticity and personal connection.

The design of each C-Stunner is guided by intuition, with each piece embodying a story woven into the materials Kabiru selects. The titles *Westgate* and *White House Spider* reference real-life events and personal experiences that hold significance for the artist, enriching the narrative depth of the artworks.

Both photographs are part of Kabiru’s celebrated 22-piece series, which debuted in his 2015 solo exhibition in South Africa. The entire first edition of this series, including the original C-Stunners, is now housed in the permanent collection of the Zeitz MOCAA in Cape Town.

COLLECTOR’S NOTE

- Each photograph is accompanied by a Certificate of Authenticity signed by the artist.
- The first editions of these photographs form part of the permanent collection of Zeitz MOCAA in Cape Town.
- In 2020, Cyrus Kabiru was selected for the *Apollo 40 Under 40 Africa* list of the continent’s most influential rising artists, thinkers, patrons and advocates. He was also listed among the top six standout artists represented at Paris Photo in 2019.





51

Nelson Makamo

South Africa 1982-

Child with red cross

2017

oil and charcoal on paper

signed and dated bottom right

162 x 122 cm; framed size: 176 x 138 x 6.5 cm

ZAR 220 000 – 280 000

USD 12 136 – 15 446

GBP 9 472 – 12 056

EURO 11 092 – 14 116

BID

PROVENANCE

Private collection, Cape Town.



52

William Kentridge

South Africa 1955-

Resist the Hour

2011

digital print on archival mould made cotton rag 310gsm
signed and numbered '32/50' in red conte in the margin
sheet size: 186 x 111.5 cm; image size: 178 x 108 cm; framed: 206 x 130 x 4.5 cm

ZAR 120 000 – 180 000

USD 6 620 – 9 929

GBP 5 167 – 7 750

EURO 6 050 – 9 075

BID

PROVENANCE

Private collection, Cape Town.

EXHIBITED

Annandale Galleries, Sydney, *William Kentridge: Universal Archive Parts (7 – 23)*, 6 March to 21 April 2012, an example from the edition exhibited.

LITERATURE

William Kentridge: Universal Archive Parts (7 – 23). (2012).
[Exhibition catalogue]. Annandale Galleries, Sydney, an example from the edition illustrated in colour on p.65.



53

William Kentridge

South Africa 1955-

9 Films

2004

archival pigment print on cotton rag paper
signed, dated and numbered 17/50 in red conté top right
sheet size: 154.5 x 110 cm; framed size: 168 x 121.5 x 65 cm

ZAR 300 000 – 400 000

USD 16 549 – 22 065

GBP 12 917 – 17 223

EURO 15 125 – 20 166

BID

PROVENANCE

Private collection, Cape Town.

William Kentridge

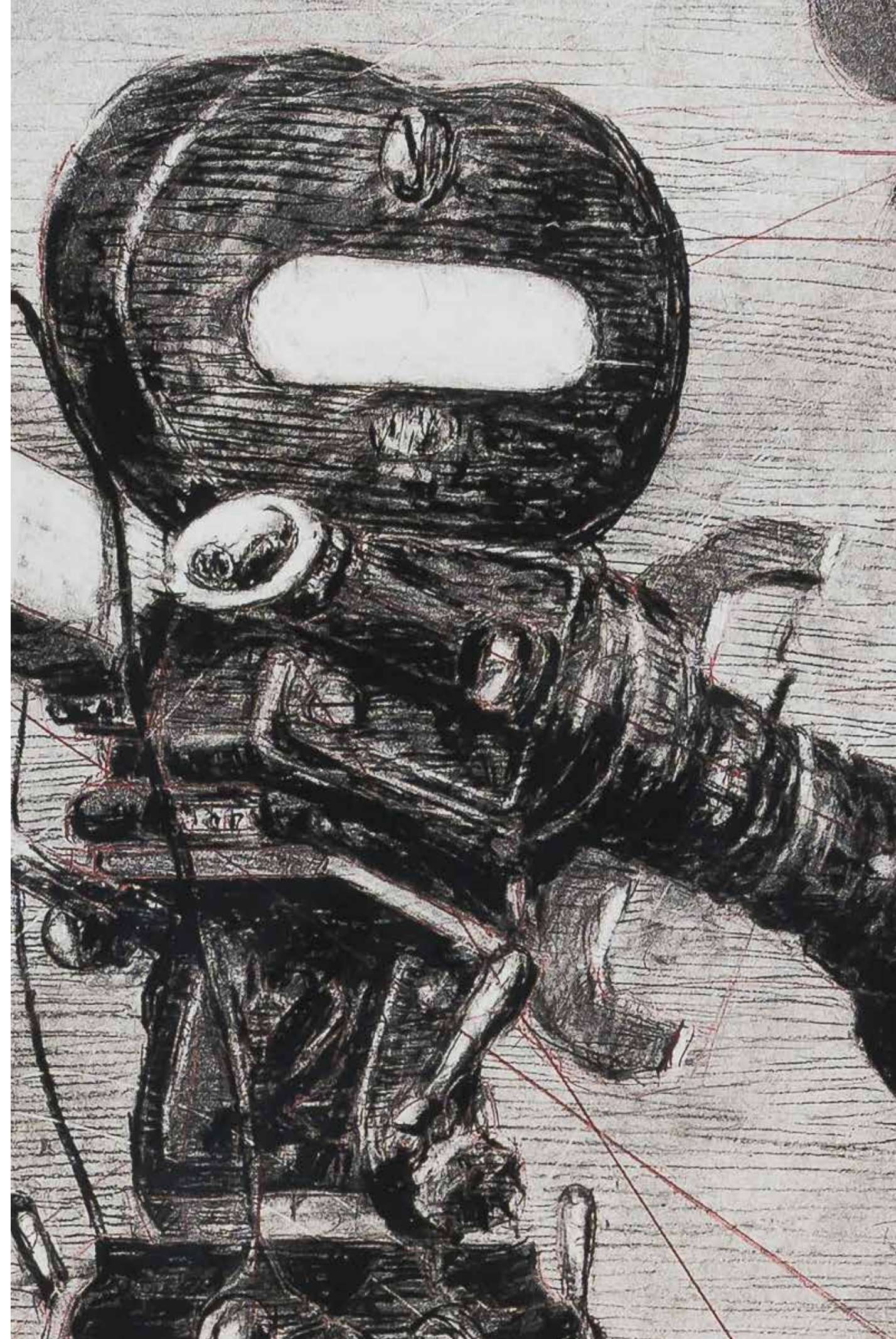
The iconic *9 Films* was created for the landmark first South African showing of all of Kentridge's animated films, *9 Drawings for Projection*.

Set in Johannesburg and created over a period of 14 years the films show the changing socio-political landscape of the city, from *Johannesburg: Second Greatest City after Paris* (1989) to *Tide Table* (2003). In the films, Kentridge chronicles the rise and fall of his fictional antihero, Soho Ecksteen – a character who represents wealthy landowners of Johannesburg empires. The artist uses imagery of Ecksteen's wife's passionate affair with his nemesis and alter ego Felix Teitlebaum, against the backdrop of changing political circumstances – showing the upheaval of a South African uprising against the apartheid regime from which Soho benefits.

The original screening of *9 Films for Projection* took place in the poignant setting of The Old Fold, Constitution Hill in Johannesburg. Once the site of a prison which held political prisoners including Nelson Mandela, it is today the home of the Constitutional Court. The screening took place over three sittings and featured music by the artist's long-term collaborator, composer Philip Miller, performed by the Sontonga Quartet and pianist Jill Richards.

The original drawing from which the lithograph was created was included in Kentridge's prolific retrospective at Zeitz MOCAA, *Why Should I Hesitate: Putting Drawings to Work*, (August 2019 to July 2020) and illustrated in colour in the exhibition catalogue.¹

¹ See, Christian, S. & Molleron, A. (2019). *William Kentridge: Why Should I Hesitate: Putting Drawings to Work*, London: Koenig Books, p. 271





54

Ernest Pignon-Ernest

France 1942-

Soweto-Warwick, a drawing,
photographs & photolithograph
2002

charcoal and gouache on paper drawing;
three digital colour photographs;
photolithograph on newspaper print
the drawing is signed and inscribed with a dedication bottom right
drawing: 33.5 x 53 cm;
photographs: each 17.5 x 13 cm each;
photolithograph: 206.5 x 120 cm;
framed size of the drawing and photographs: 70 x 71 x 2 cm

ZAR 650 000 – 750 000

USD 35 856 – 41 373

GBP 27 987 – 32 292

EURO 32 770 – 37 812

BID

PROVENANCE

Private collection, Cape Town.



Ernest Pignon-Ernest



Photolithograph

Ernest Pignon-Ernest, often hailed as the pioneer of street art, is a French artist whose influence has rippled across generations, laying the groundwork for contemporary icons like Banksy and JR. His work, rooted in activism, serves as a powerful response to social injustices around the globe. With interventions that blend the boundaries between art and the urban landscape, Pignon-Ernest's creations are not just visual statements but catalysts for thought and change.

In 1974, Pignon-Ernest's home city, Nice, in the south of France, established a partnership with Cape Town, South Africa, at the height of apartheid. The collaboration, which ignored the brutal realities of racial segregation in South Africa, sparked a deep sense of anger in the artist. On the eve of the official inauguration and celebrations, Pignon-Ernest took to the streets of Nice, lining them with images of a black family behind barbed wire – a stark visual protest against the hypocrisy of celebrating a partnership with a city entrenched in institutionalised racism. This powerful act of resistance not only highlighted the exclusion of black communities from such dialogues but also marked the beginning of Pignon-Ernest's deep ties with South Africa.



Nice, 1974.

His commitment to anti-apartheid activism continued in 1983 when he led the formation of the group *Artistes du monde contre l'apartheid* (Artists of the World Against Apartheid). This group called on artists worldwide to contribute their work to raise awareness and foster global opposition to racism. The response was overwhelming, with contributions from renowned artists like Robert Rauschenberg, Roy Lichtenstein, Sol LeWitt, Malangatana Ngwenya and Gavin Jantjes. The collection toured globally, spreading its powerful message against apartheid, and was eventually donated to South Africa in 1995 in the presence of Nelson Mandela.

Pignon-Ernest's connection with South Africa deepened further in 2001 when the French Institute of South Africa (IFAS) invited him to conceive a project in the country, with his focus turning to the HIV/AIDS pandemic. His work during this period was marked by a poignant use of imagery deeply rooted in the country's iconography and history. In a profoundly moving piece, the artist reimagines Sam Nzima's photograph of Hector Pieterse, the young boy whose death became a symbol of the anti-apartheid struggle after the 1976 Soweto Youth Uprising, drawing a parallel between the political violence of the past and the health crisis at the time. The work also notably draws on the visual language of Michelangelo's *Pietà* – a symbol of mourning and loss. The woman in this artwork cradles a lifeless man, a powerful commentary on the role of women during the HIV/AIDS pandemic, who often bore the weight of caregiving in the absence of adequate social support. The softness in the faces of these *Pietà*-like figures, devoid of the overt terror evident in the Hector Pieterse photograph, suggests a quiet, pervasive sorrow – a reflection of the insidious nature of HIV/AIDS as a silent, yet devastating, killer.

Ernest Pignon-Ernest

Pignon-Ernest’s process is as meticulous as it is thoughtful. He begins with extensive research and detailed preparatory drawings before translating them into a life-size drawing that is reproduced as a poster on newsprint. These pieces are not confined to the walls of galleries; instead, they are pasted onto the very streets that inspire them, merging art with life in the most literal sense.

For the Soweto-Warwick project, an undertaking of several visits to South Africa over 18 months, the artist visited with local communities, and consulted medical experts and researchers in KwaZulu-Natal, culminating in preparatory sketches in Johannesburg. The project then took place in 2002 in Warwick Junction in Durban – a bustling transport hub of 600,000 people a day – and in Kliptown, Johannesburg. The artist ensured that his images became part of the landscape, not just as art but as powerful reminders of the ongoing struggles faced by many South Africans. To complete his process, Pignon-Ernest quietly photographs these interventions, capturing the fleeting moments when his art interacts with its environment and its people, further solidifying its message.

The lot offered here represents a holistic embodiment of Pignon-Ernest’s process and the Soweto-Warwick project – featuring the masterfully completed preparatory drawing, the poster, and the artist’s photographs, all integral to his art-making.

Remarkably, this is the first time such a comprehensive collection of his work is being offered – and more significantly in South Africa, marking an important moment in both the artist’s career and the local art scene. This offering not only provides a deep insight into his creative process but also immortalises a pivotal moment in the history of art and activism in South Africa.

Amy Carrington



Preparatory sketches.



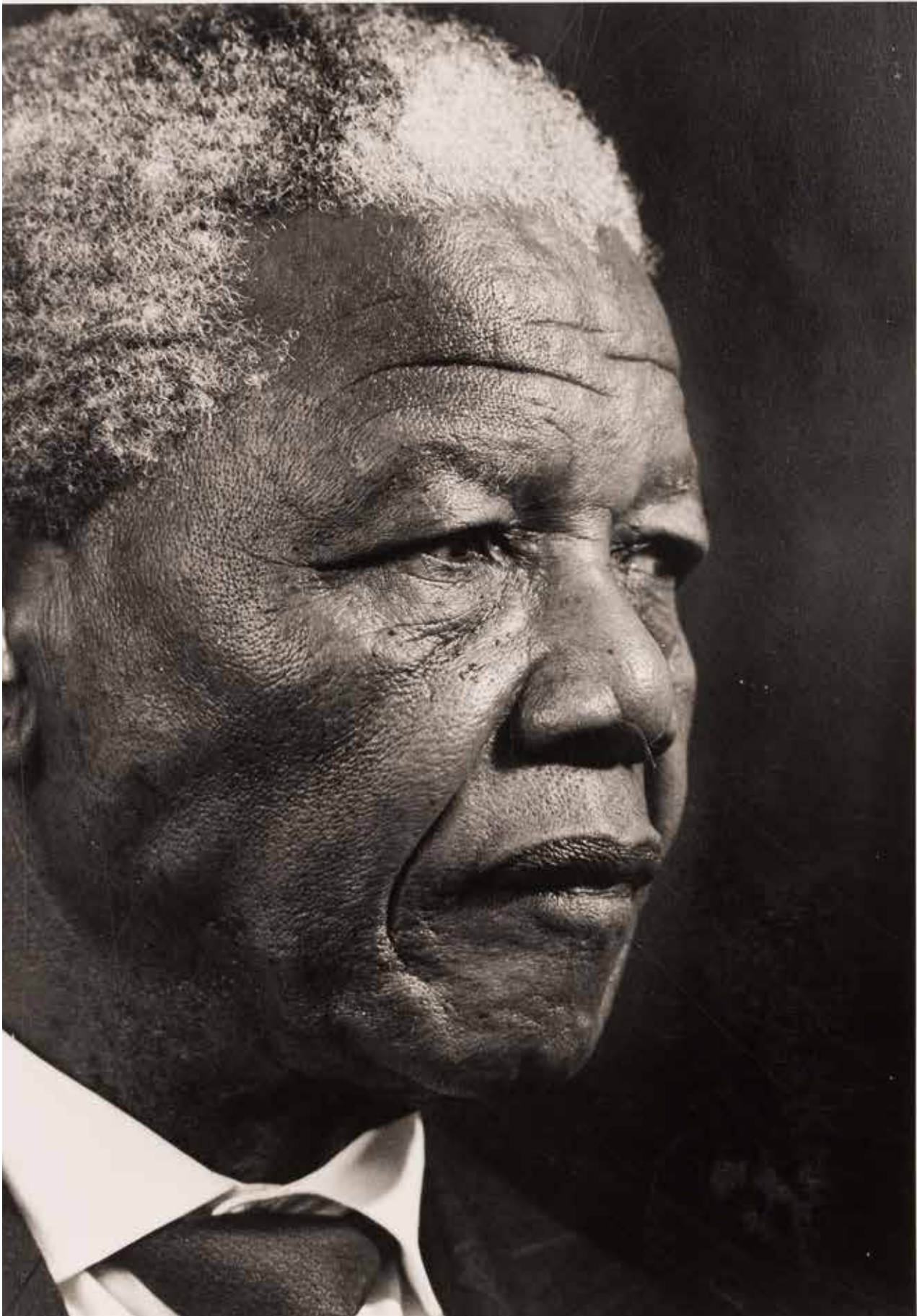
Soweto.



Durban, Warwick.

Images courtesy of Galerie Lelong, Paris, *Pignon-Ernest*, Exhibition Catalogue.





55

David Goldblatt

South Africa 1930-2018

Nelson Mandela, Houghton, Johannesburg, April 1994
1994

vintage silver gelatin print on fibre-based paper
signed and inscribed with the date on the reverse
sheet size: 40 x 30.5 cm; image size: 31.5 x 22 cm;
framed size: 49 x 38 x 4.5 cm

ZAR 300 000 – 400 000
USD 16 549 – 22 065
GBP 12 917 – 17 223
EURO 15 125 – 20 166

BID

PROVENANCE

The collection of the late Paul Alberts.

EXHIBITED

Goodman Gallery, Cape Town, *David Goldblatt: Portraits*,
29 October to 10 December 2011 , an example of the
photograph exhibited.

COLLECTOR'S NOTE

An example of the photograph forms part of the permanent
collection of the Victoria & Albert Museum Collection, London

David Goldblatt, in a presentation at the 2014 Design Indaba Conference, took the audience through twenty photos, some taken on commission, such as portraits of former president PW Botha and Nelson Mandela, as well as his personal work taken over almost 60 years. Here he shares the back-story of his experience capturing this iconic image of Nelson Mandela:

This was a photograph taken not long before he became the first president of the new democratic Republic of South Africa. I was with two journalists and we went to his home in Houghton, Johannesburg at 5 o'clock in the morning. He was doing his exercises. His press secretary Carl Niehaus showed me around and said, "perhaps you want to do Mr Mandela in that chair" and I saw what I call a gommagomma chair, it's one of those deep armchairs into which you sink and if you want to destroy a politician that's one of the best ways of doing it because he becomes all knees and I said, "No I don't want to do Mr Mandela in that chair, I want a straight back kitchen chair please" and he said, "you cannot possibly photograph Mr Mandela in a straight back kitchen chair" and I said "well I've come to photograph Mr Mandela and not the furniture and I want a straight back kitchen chair" and, most unwillingly, he eventually got me exactly what I wanted and I got the photograph that I had hoped to get and he eventually apologised to me."



[View Goldblatt presentation here.](#)





56

David Goldblatt

South Africa 1930-2018

***The bedroom of Ozzie and Sarah
Docrat before its destruction
under the Group Areas Act,
Fietas, Johannesburg. 1977***

vintage silver gelatin print on fibre-based paper
signed on the reverse
sheet size: 33.5 x 30.5 cm; image size: 17.5 x 17 cm;
framed size: 34.5 x 31.5 x 4.5 cm

ZAR 120 000 – 180 000

USD 6 620 – 9 929

GBP 5 167 – 7 750

EURO 6 050 – 9 075

BID

PROVENANCE

The collection of the late Paul Alberts.

COLLECTOR'S NOTE

An example from the edition forms part of the permanent collection of the Yale University Art Gallery, New Haven.

David Goldblatt

Docrat was born in his grandfather’s house on Delarey Street, in 1928, He grew up in his parents’ house, on 20th Street, with four brothers and two sisters. It was in that house in 1950 that he prepared his room for his bride. He had the walls decorated with a wavy plaster finish and he had this bedroom suite made to order. In time he inherited the house from his mother. Then in 1977, having been ‘disqualified’ under the Group Areas Act from living in his house, he cut six inches from the width of each of these beds, so that they would fit into his new bedroom in the house he did not want in Lenasia, the group area some 40 kilometers to the south-west of the city to which most of Johannesburg’s Indians were consigned.

The Docrats’ house in Pageview was demolished in 1977. Unaccountably a ruined fragment survived the bulldozers: the new house was built for Whites by the Department of Community Development. Docrat told me, ‘I haven’t been back to Pageview, but I passed in a bus. More or less I kept my eyes closed and I cursed. I saw my lavatory and I thought, ‘Shit. That’s all they’ve left us is shit.’ It stands, monumentally, to this day.”

- David Goldblatt

Goldblatt, D. (1998). ‘South Africa: The Structure of Things Then’, Cape Town: Oxford University Press, p.196.

This image was taken in 1977 when David Goldblatt was photographing the community of Pageview – an area affectionately known as Fietas by its residents and which lay north-west of Johannesburg. His project to document the area covered an extensive period from 1952 to 2006, with some of his most important historical images of Fietas taken in 1976 and 1977, before the last Indian residents were forcibly removed under apartheid.

During this time Goldblatt documented the Docrat family, their home and places of business on a number of occasions, creating a poignant historical document of the last days of Fietas.



Fazela Docrat in her father's shop, Subway Grocers, before its destruction under the Group Areas Act. 1976 (2_26544), 1976



In Ozzi Docrat's home before its destruction under the Group Areas Act, Fietas, January 1977



Ozzie Docrat's shop after its forced closure under the Group Area Act, April 1977



After the forced closure of subway grocers under the Group Areas Act, Asiya Docrat helps her father, Ozzie



David Goldblatt, The reinforced concrete structure that housed the water tank and lavatory of the Docrat family on 20th street. The front-end loaders were unable to topple it during the destruction of the house

David Goldblatt

EXHIBTED

Examples of the photograph were exhibited in:

- Photo London Digital, Somerset House, London, Goodman Gallery, 7 October to 18 October 2020.
- Museum of Contemporary Art Australia, Sydney, *David Goldblatt: Photographs 1948- 2018*, 19 October to 3 March 2019.
- South African Jewish Museum, Cape Town, *Kith, Kin and Khaya: South African Photographs*, 31 October 2010 to 1 February 2011.
- The Jewish Museum, New York, *South African Photographs*, 2 May to 19 September 2010.
- Rencontres internationales de la Photographie, Arles, *David Goldblatt*, 2006.
- Foto Museum, Winterhur, *David Goldblatt*, 3 March to 20 May.

LITERATURE

Examples of the photograph are illustrated in:

- Kent, R. (ed). (2019). *David Goldblatt: Photographs 1948- 2018*. Sydney: Museum of Contemporary Art Australia, illustrated on p.208.
- Goldblatt, D. (2010). *Kith, Kin and Khaya: South African Photographs*. Johannesburg: David Krut Publishing, illustrated on p.175.
- Goldblatt, D. (1998). *South Africa: Structures of Things Then*. New York: Monacelli Press, illustrated on p.85.
- Goldblatt, D. (2006). *David Goldblatt: Photographs*. Roma: Contrasto, illustrated on p. 140.





57

David Goldblatt

South Africa 1930-2018

She said to him 'You be the driver and I'll be the madam,' then they picked up the fender and posed, Hillbrow, 1975

1975, printed in 2011

silver gelatin print on fibre-based paper

signed and dated on the reverse

number 4 from an edition of 8

image size: 39.5 x 39.5 cm; framed size: 58.5 x 58 x 3 cm

ZAR 200 000 – 300 000

USD 11 033 – 16 549

GBP 8 611 – 12 917

EURO 10 083 – 15 125

BID

PROVENANCE

- Private collection, Rhodes Village, Eastern Cape.
- Goodman Gallery, Johannesburg.

COLLECTOR'S NOTE

An example from the edition form part of the permanent collection of the Musée d'arts de Nantes, Nantes.

David Goldblatt

She said to him ‘You be the driver and I’ll be the madam,’ then they picked up the fender and posed, Hillbrow, 1975 captures a candid moment of playful role-play in the streets of Johannesburg. The image, part of Goldblatt’s seminal book *TJ: Johannesburg Photographs 1948-2010*, offers a window into the everyday lives of South Africans during apartheid, revealing the complexities and contradictions of the era. Goldblatt’s images are not just snapshots of a troubled nation; they are a meticulous examination of the human condition under oppressive systems – a photographer who, in a world dominated by black and white, lived and shot in the grey.

In the photograph, a young woman and a man engage in an impromptu game, where she declares him the driver and herself the lady. With bewildered gazes directly at Goldblatt’s camera, they grasp the bumper of a car, their postures mimicking the roles they’ve chosen.

David Goldblatt wasn’t compelled by the spectacle of riots, police brutality, or political rallies. Instead, he turned his lens toward the countless, quiet wounds inflicted daily by oppressive legislation, and the subtle ways they impacted the lives of ordinary South Africans. His work offers an intimate and subtle portrait of apartheid, one that avoids the sensational in favor of the quietly profound.

This photograph is emblematic of Goldblatt’s approach. His complex and humane eye, which slowly worked empathy into the grain of his pictures, is evident. His ability to capture the quiet and commonplace – where nothing ‘happened’ and yet all was contained and immanent – is what makes his work so powerful. This photograph, with its blend of spontaneity and deeper social commentary, is a testament to Goldblatt’s nuanced understanding of the human condition. It speaks of the subtle ways apartheid shaped daily life, and how even in play, the roles and divisions of society were deeply felt.

Amy Carrington



T.J. Johannesburg Photographs 1948-2010

David Goldblatt

EXHIBITED

Examples of the edition were exhibited in:

- Goodman Gallery, London, *David Goldblatt: Johannesburg 1948 – 2018*, 9 July to 25 August 2020.
- Standard Bank Gallery, Johannesburg, *The Pursuit of Values: David Goldblatt*, 22 October to 5 December 2015.
- New Museum, New York, *Intersection Intersected: The Photography of David Goldblatt*, 15 July to 11 October 2009.
- Goodman Gallery, Johannesburg, *Joburg*, 26 April to 24 May 2008.
- Stevenson Gallery, Cape Town, *Disguise: The Art of Attracting and Deflecting Attention*, 15 May to 5 July 2008.
- *David Goldblatt: Fifty-One Years:*
 - The Museum Africa, Johannesburg (1 August 2004 to 30 November 2004).
 - Palais de Beaux-Arts de Bruxelles, Brussels (17 April to 15 June 2003).
 - Lenbachhaus, Munich (5 July to 12 October 2003).
 - Museum of Modern Art, Oxford (1 February to 30 March 2003).
 - Centro Cultural de Belem, Lisboa (7 October 2002 to 5 January 2003).
 - Museu d'Art Contemporani de Barcelona, Barcelona (8 February to 14 April 2002).
 - AXA Gallery, New York (15 August to 16 October 2001).

LITERATURE

Examples of the edition are illustrated in:

- Goldblatt, D. (2015). *The Pursuit of Values: David Goldblatt*. Johannesburg: Standard Bank of South Africa, illustrated on p.89.
- Goldblatt, D. (2011). *TJ – Johannesburg 1948 – 2010*. Cape Town: Umuzi, illustrated on the front cover.
- *Disguise: The Art of Attracting and Deflecting Attention*. (2008). [Exhibition catalogue]. Stevenson Gallery, Cape Town, illustrated on p. 81.
- Goldblatt, D. (2001). *David Goldblatt: Fifty-One Years*. Barcelona: Museu d'Art Contemporani de Barcelona, illustrated on p.179.

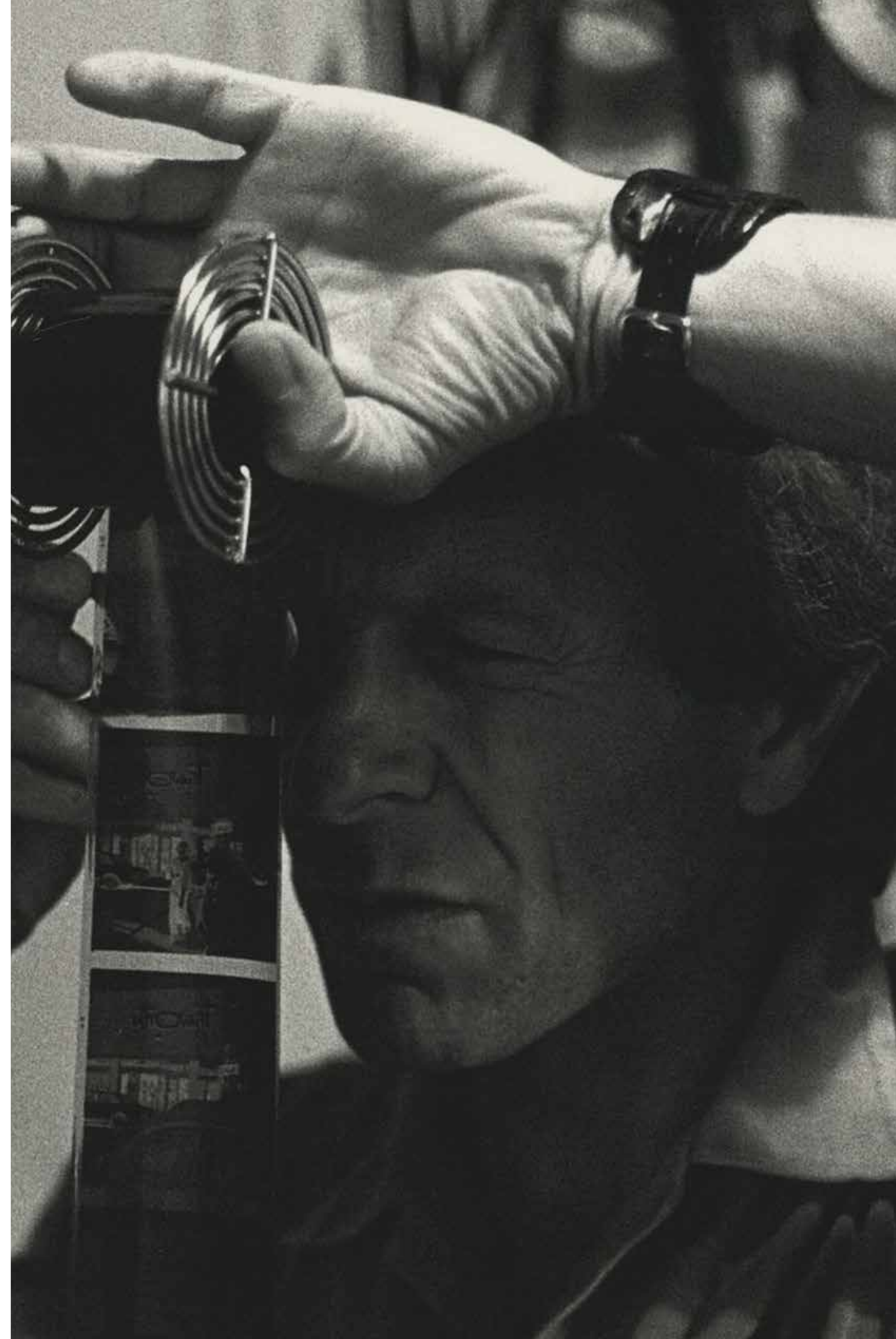


David Goldblatt

COLLECTOR'S NOTE

- In 1998 David Goldblatt was the first South African artist to have a solo exhibition at the Museum of Modern Art in New York with his landmark show, *David Goldblatt*, showcasing the artist's studies of South African society.
- Notable international solo exhibitions, amongst numerous others, include, David Goldblatt: No Ulterior Motive at Art Institute, Chicago in 2023 and *Fifty-One Years, A Retrospective*, which toured multiple international galleries and museums including Witte de With, Rotterdam, the Netherlands (2002) and Centreo Cultural de Belem-Fundacao in Lisbon, Portugal (2002).
- In 2018, the last year of Goldblatt's life, two major retrospectives were opened at Centre Pompidou in Paris and the Museum of Contemporary Art in Sydney, Australia.
- Goldblatt showed works at ILLUMInations at the 54th Venice Biennale in 2011 and at Documenta 11 (2002) and Documenta 12 (2007).
- Important local institutional exhibitions include, *The Pursuit of Values* at the Standard Bank Gallery, Johannesburg in 2015, *Kith, Kin and Kaya* at The South African Jewish Museum in 2010, *Some Afrikaaners Revisited* at The Oliwenhuis Art Museum, Bloemfontein in 2019 and David Goldblatt: Structures at The Johannesburg Art Gallery in 1999.
- Notable merits and accolades include an Infinity Lifetime Achievement Award from the International Center for Photography in 2013, a Lucie Award Lifetime Achievement honoree in 2010 and a Lifetime Achievement Award from the Arts and Culture Trust in 2009.

David Goldblatt photographed
by Paul Alberts





58

Ernest Cole

South Africa 1940-1990

Revellers at a music festival

c.1965, printed later

silver gelatin print on fibre-based paper

from an edition of 12

51 x 61 cm, unframed

ZAR 50 000 – 70 000

USD 2 758 – 3 861

GBP 2 153 – 3 014

EURO 2 521 – 3 529

BID

PROVENANCE

Ernest Cole Family Trust, Johannesburg.

EXHIBITED

Melrose Gallery, Johannesburg, *Shifting Narratives*,
1 March to 3 April 2022, an example from the edition
exhibited.



59

Ernest Cole

South Africa 1940-1990

Driving Lesson

c.1965, printed later
silver gelatin print on fibre-based paper
from an edition of 12
51 x 61 cm, unframed

ZAR 50 000 – 70 000
USD 2 758 – 3 861
GBP 2 153 – 3 014
EURO 2 521 – 3 529

BID

PROVENANCE

Ernest Cole Family Trust, Johannesburg.

EXHIBITED

Melrose Gallery, Johannesburg, *Shifting Narratives*,
1 March to 3 April 2022, an example from the edition
exhibited.



60

Ernest Cole

South Africa 1940-1990

*Rented cars are a status symbol
at middle-class marriages.*

Expensive weddings can leave

c.1965, printed later

silver gelatin print on fibre-based paper

from an edition of 12

51 x 61 cm, unframed

ZAR 50 000 – 70 000

USD 2 758 – 3 861

GBP 2 153 – 3 014

EURO 2 521 – 3 529

BID

PROVENANCE

Ernest Cole Family Trust, Johannesburg.

EXHIBITED

Melrose Gallery, Johannesburg, *Shifting Narratives*,
1 March to 3 April 2022, an example from the edition
exhibited.



61

Portia Zvavahera

Zimbabwe 1985-

Take Me Deeper
2017

silkscreen print on Fabriano Eco White paper, 200gsm
signed, dated, numbered 17/30 and inscribed with the title in
pencil in the margin; printed with the artist’s name, the date,
edition number and title on a Gasworks label on the reverse
from an edition of 30 + 5APs
sheet size: 58.5 x 42 cm; image size: 42 x 30.5 cm;
framed size: 91.5 x 45 x 3.5 cm

ZAR 120 000 – 180 000
USD 6 620 – 9 929
GBP 5 167 – 7 750
EURO 6 050 – 9 075

BID

PROVENANCE

- Private collection, Cape Town.
- Gasworks, London.

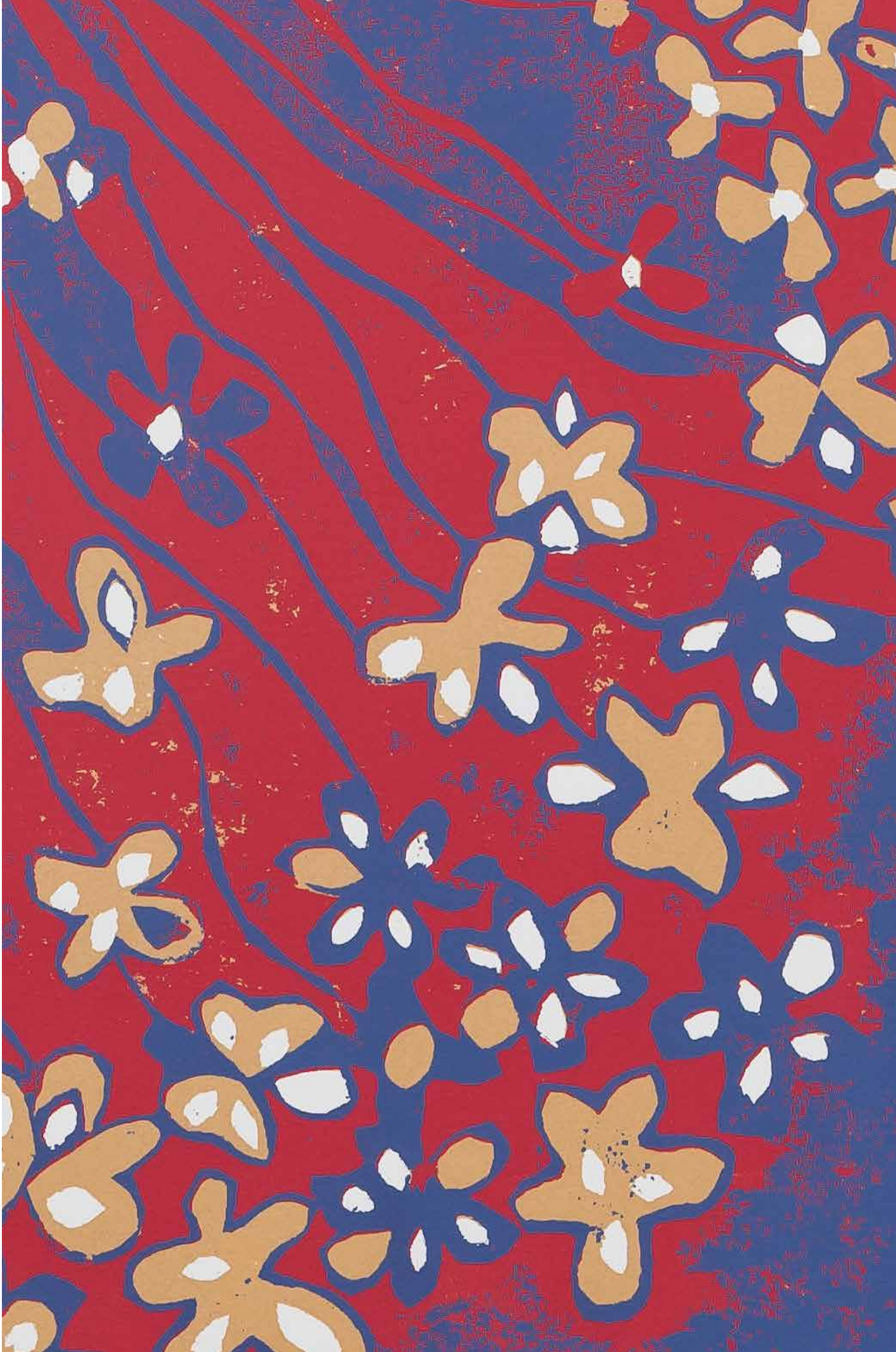
EXHIBITED

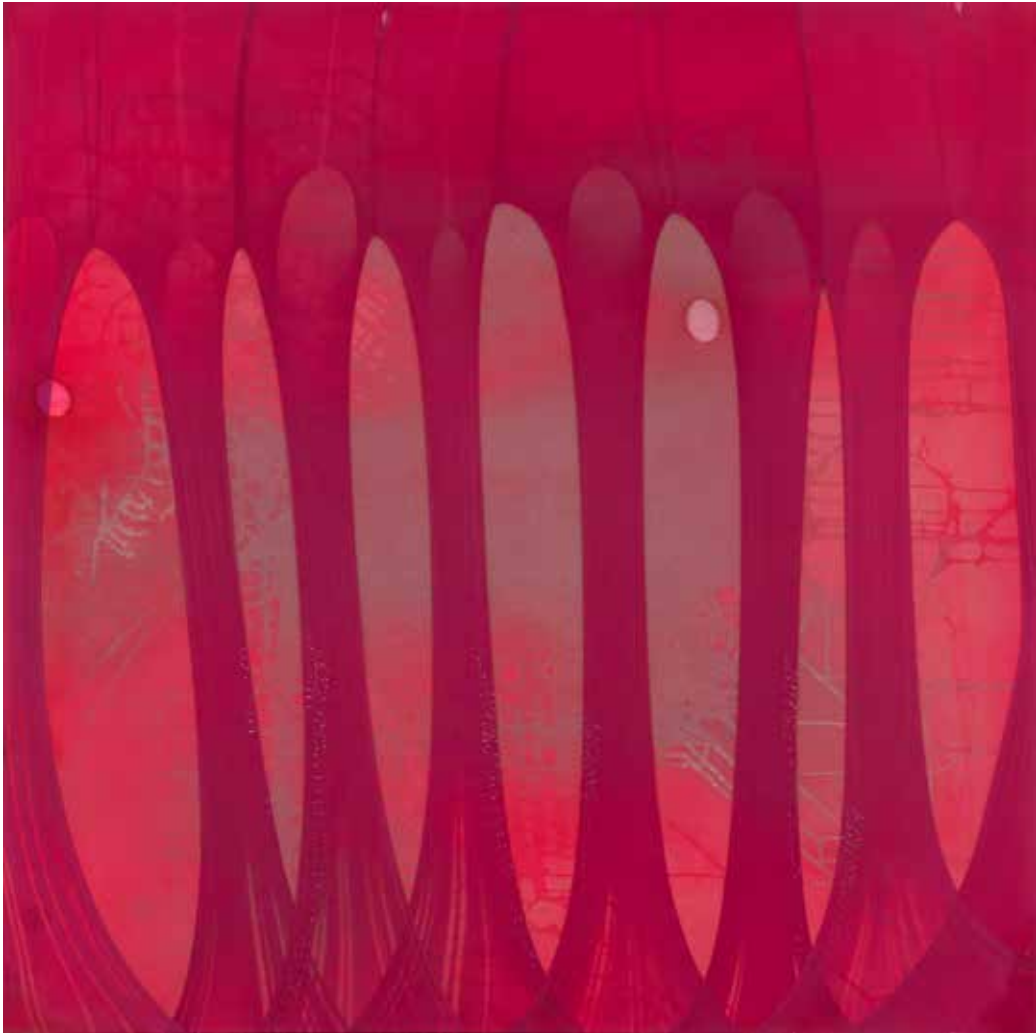
Gasworks, London, *All the Lovers*, 31 May to 2 June 2024,
an example from the edition exhibited.

Portia Zvavahera

COLLECTOR’S NOTE

- Portia Zvavahera’s first solo exhibition at a public gallery in Europe, *Portia Zvavahera: Zvakazarurwa* will open at Kettle’s Yard, the University of Cambridge’s modern and contemporary art gallery in October 2024.
- Institutional solo shows include a survey, *Walk of Life*, at The Institute of Contemporary Art Indian Ocean in Mauritius in 2020 and *Under My Skin*, at the National Gallery of Zimbabwe, in 2010.
- A two-person show, *Portia Zvavahera and Gustav Klimt: A Dialogue*, took place at De 11 Lijnen, Oudenburg, Belgium in 2019.
- Zvavahera featured in the main exhibition, *The Milk of Dreams*, at the 2022 Venice Biennale and at the Zimbabwean Pavilion exhibition *Dudziro: Interrogating the Visions of Religious Beliefs* at the 55th Venice Biennale in 2013.
- Notable awards include the Tollman Award for the Visual Arts in 2013 and the FNB Art Prize at the Joburg Art Fair in 2014.
- Zvavahera’s record auction price was set at \$ 355 600 in 2023 in New York, for her work *Vese Vakanddibata* (They all gave me strength).
- *Take Me Deeper* is Zvavahera’s first limited edition print and was produced during the artist’s residency at Gasworks, London in 2017, which was followed by her fifth solo exhibition with Stevenson, Cape Town also titled *Take Me Deeper*.





62

Turiya Magadlela

South Africa 1978-

Fynbos II & III, diptych
(from the *Inequalities* series)
2022- 2023

acrylic, pantyhose and sealant on canvas
each signed, dated and inscribed with the title on the reverse
120.5 x 120.5 x 5 cm each

ZAR 80 000 – 120 000
USD 4 413 – 6 620
GBP 3 445 – 5 167
EURO 4 033 – 6 050

BID

PROVENANCE

Private collection, Cape Town.

Turiya Magadlela

Turiya Magadlela’s artworks are a testament to her ability to transform everyday materials into artistic expressions. Utilising nylon pantyhose – a material associated with femininity and intimacy – Magadlela creates powerful abstract compositions that challenge traditional notions of both art and identity. By cutting, stitching, and stretching pantyhose over canvas, she manipulates their fragility and strength to craft pieces that are both delicate and resilient, reflecting the complex nature of womanhood.

Pantyhose, in Magadlela’s hands, become more than just fabric; carrying layers of meaning that subtly shift depending on their colour, condition, and presentation. They visually transcend their original function as undergarments, inviting viewers to explore their connotations with the politics of the female body. While the material is transformed from undergarment to visual tool, the viewer’s awareness of the object’s original function adds a layer of depth and meaning to the experience of the artwork.

Each work is therefore interpreted through a lens of individual experience and association. When torn or ripped, the material takes a political turn towards themes of gender inequality, gender-based violence, and perhaps more metaphorically refers to the damage inflicted by societal struggles. On the other hand, themes of resilience, strength and the reclamation of identity can be highlighted with delicate embroidery and bold colour.

Amy Carrington

COLLECTOR’S NOTE

- Recent group presentations include *Fabric*, at Peter Blum Gallery in New York in 2023; *Lean On Me*, Ko Gallery, Lagos, Nigeria (2023); *Contemporary African Art Survey*, Kunsthal KAdE, Amersfoort, Netherlands (2023); *We Paint*, École Nationale Supérieure de Beaux Arts de Paris, Paris, France (2022) and *(De)framing identity and the body, I know you are, but what am I?*, Utah Museum of Contemporary Art, Utah, United States of America (2022).
- Notable international solo exhibitions include *Would Say II, Ubuntu un rêve lucide* at Palais de Tokyo in Paris (2021) and *A Few Good Friends*, Motho Fela at LatchKey Gallery in New York (2021).
- Magadlela’s work has featured in valuable publications such as *Planet B: Climate Change* and the *New Sublime* written by the French curator and art critic Nicolas Bourriaud (2022) and *African Artists, From 1882 to Now* (Phaidon Press Inc: 2021) which features work from over 300 artists including prominent names such as Wangechi Mutu, El Anatsui, David Goldblatt, Marlene Dumas, William Kentridge, Julie Mehretu and Lubaina Himid.





63

Mxolisi Vusi Beauchamp

South Africa 1979-

Saints and Sinners

2022

oil, acrylic, spraypaint and oil pastel on canvas
signed and dated bottom right; inscribed with the title and
printed with the artist's name, the date, title, medium and
dimensions on the reverse
190 x 190 x 4.5 cm

ZAR 80 000 – 120 000
USD 4 413 – 6 620
GBP 3 445 – 5 167
EURO 4 033 – 6 050

BID

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

David Krut Projects, Johannesburg, *Vusi Beauchamp: The
Cult of One*, 2 July to 3 September 2022.

Mxolisi Vusi Beauchamp

The compelling contemporary work by printmaker and painter, Mxolisi Vusi Beauchamp, delves into South African politics without shying away from making complex – sometimes provocative – commentary. The artist incorporates satire, pop culture and historical caricatures such as *Tin Tin in Congo* (1931) and the Mexican comic character Memin Penguin, with bold, expressive colours and layers of mixed media, including spray paint stencils, crayons, charcoal, oil sticks and acrylic, creating a sense of “vibrant turmoil” for the viewer.¹

This is aptly illustrated in *Saints and Sinners*, part of his solo exhibition at David Krut Projects, Johannesburg in 2022. The exhibition, titled *The Cult of One*, combined large scale paintings with smaller monotypes, weaving through issues surrounding the failure of government, especially after the Covid pandemic, and how this influenced fake news and corruption.

This political lens is a continuation of the artist’s ongoing larger series of works, *Paradyse of the Damned*, which has been exhibited at the Pretoria Art Museum (2015), the Johannesburg Art Gallery (2018) and at Borderline Art Space in Iași, Romania (2019).

¹ David Krut Projects. (n.d). *Vusi Beauchamp: Biography*. [online]. Available: <https://davidkrutprojects.com/artists/62264/vusi-beauchamp>





64

George Hughes

Ghana 1962-

Red Vehicle

1995/1996

oil, acrylic and enamel on canvas
signed and dated bottom right; inscribed with the artist's
name, the date, title medium and dimensions on the reverse
167 x 238.5 x 2.5 cm

ZAR	70 000 – 90 000
USD	3 861 – 4 965
GBP	3 014 – 3 875
EURO	3 529 – 4 537

BID

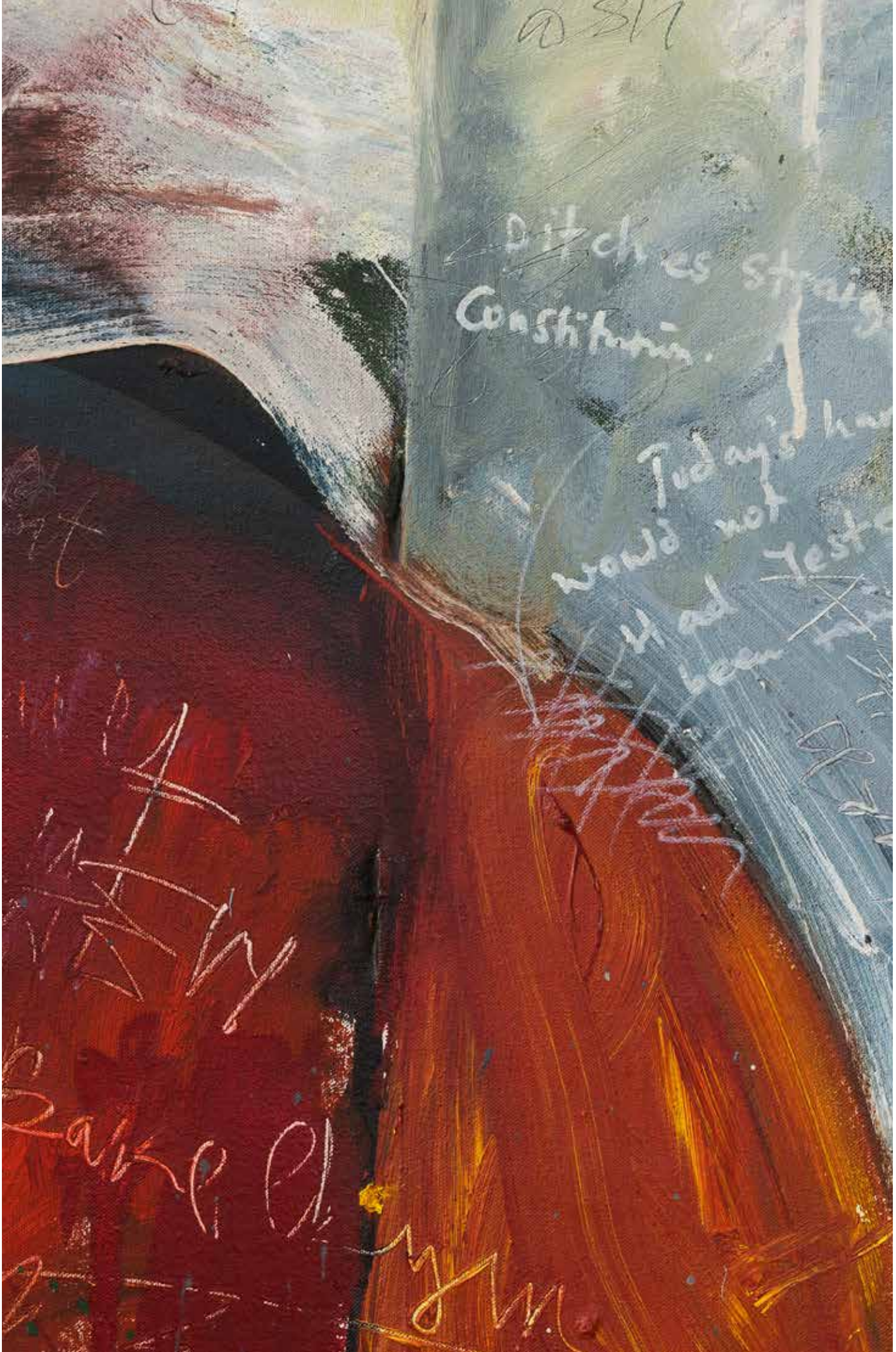
PROVENANCE

- Private Collection, Spain.
- Influx Contemporary Art, Lisbon.

George Hughes

COLLECTOR’S NOTE

- In 2006, the Mabee-Gerrer Museum of Art in Shawnee, Oklahoma presented *George Hughes*; a retrospective exhibition of works produced from 1996 to 2006.
- Hughes studied painting with Ato Delaquis, Ata Kwami and Ablade Glover among others, at the Kwame Nkrumah University of Science and Technology in Kumasi, Ghana, receiving his Bachelor of Arts in 1989. He relocated to the United States in 1994 and earned his MFA in Painting from Bowling Green State University in 2001. Hughes is currently an Associate Professor of Painting at SUNY Buffalo.
- Since 1992, his paintings, performances, and installations have been shown across Europe, most notably in the Netherlands, Germany, Sweden, Denmark, France and Portugal. Solo and group exhibitions also took place in the UK, USA and Canda as well as Ghana, Nigeria and South Africa. He has also shown in Dubai and China.







65

Nelson Makamo

South Africa 1982-

Jokes Aside

2014

colour monoprint with pastel on paper

signed, dated and inscribed with the title along bottom edge

sheet size: 118 x 83 cm; framed size: 139 x 104 x 6 cm

ZAR 120 000 – 140 000

USD 6 620 – 7 723

GBP 5 167 – 6 028

EURO 6 050 – 7 058

BID

PROVENANCE

Private collection, Johannesburg.

GLOSSARY OF CATALOGUING TERMS AND PRACTICE

Terms used in this catalogue have the following meanings and conventions ascribed to them.

Condition reports are available on all lots by request, and bidders are advised to inspect all lots themselves.

Artist details

If a work is by a **deceased** artist, the artist’s name is followed by their country

of origin and birth–death dates.

If an artist is still **living**, the artist’s name is followed by their birth date and country of origin.

Attributed to ... in our opinion, most likely a work by the artist in whole or in part.

Studio of ... / Workshop of ... in our opinion, a work likely to have come from the studio of the artist or produced under their supervision.

Circle of ... in our opinion, a contemporaneous work by an unidentified artist working in that artist’s style.

Follower of ... in our opinion, a work by an unidentified artist working in the artist’s style, contemporary or near contemporary, but not necessarily by a student of the artist.

School of ... in our opinion, a work executed at the time and in the style associated with the artist.

South African School, 18th century ... in our opinion, a work executed at the time and in the style associated with that region.

Manner of ... in our opinion, a work by an unidentified artist working in the artist’s style but at a later date, although not of recent execution.

Style of ... in our opinion, a work by an unidentified artist working in the artist’s style and of recent execution.

After ... in our opinion, a copy by an unidentified artist of a work by the artist, of any date.

Conventions in titles

For works where the title is **known** (i.e. given by the artist, listed in a catalogue or referenced in a book); where it is acknowledged as the official title of the work, these titles are in title case and italics – unless specifically stated by the artist as sentence case, lower case, upper case or any variation thereof.

Where the title of an artwork is **unknown**, a descriptive title is given. This title is in sentence case..

Signature, date and inscription conventions

The term **signed ... /dated...and /or inscribed ...** means that the signature and/or date and/or inscription is by the artist, in our opinion.

The term **bears a ... signature/date/inscription** indicates our opinion that the artist’s **name/date/inscription** has been added by another hand (this is also applicable where the term ‘in another hand’ is used).

Where a semi-colon is used, everything thereafter is on the reverse of the artwork.

Dimension conventions

Measurements are given in centimetres (height before width) and are rounded up to the nearest half centimetre. In the case of prints and multiples, measurements are specific to one decimal place, and the dimensions will be listed as sheet size, plate size or print size.

Sheet size: describes the size of the entire sheet of paper on which a print is made. This may also be referred to as ‘physical size’.

Plate size: describes the size of the metal sheet on which an etching has been engraved and excludes all margins.

Print/image size: describes the size of the full printed area for all other printmaking methods and excludes all margins.

Framing

All works are framed, unless otherwise stated in the catalogue, or if they are listed as a portfolio, artist’s book, tapestry or carpet.

Provenance

The history of ownership of a particular lot.

Exhibited

The history of exhibitions in which a particular lot has been included.

Literature

The history of publications in which a particular lot has been included.

Estimate

The price range (included in the catalogue or any **sale room notice**) within which we believe a lot may sell.

Low estimate

means the lower figure in the range and **high estimate** means the higher figure. The **mid estimate** is the midpoint between the two figures.

Lot

Is an item to be offered at auction (or two or more items to be offered at auction as a group).

Reserve

A confidential amount, below which we are not permitted to sell a lot.

Saleroom notice

A written notice regarding a specific lot(s), posted near the lot(s) in the saleroom, published on www.aspireart.net, and announced by the auctioneer prior to selling the lot(s).

Condition report

A report on the condition of the lot as noted when catalogued. [We are not qualified restorers or conservators. These reports are our assessment of the general condition of the artwork. Prospective buyers are advised to satisfy themselves as to the condition of any lot(s) sold.]

BUYERS GUIDE

The following information is designed to guide prospective bidders through the auction process and explains how to bid at an auction by Aspire. Our staff are happy to assist with any queries.

1. Identify your potential acquisition

Aspire holds four live auctions per annum. You can subscribe to our printed catalogues to view all works coming up in an auction or alternatively, our e-catalogues are posted online approximately three weeks prior to each sale; these are free downloads and give a full overview of each auction. Keep an eye on our website and social media platforms where we will provide regular updates regarding sale information and when catalogues are available to view online. The auction preview is open to the public.

2. The catalogue

The catalogue includes all information regarding the lot(s) being offered in an auction (including artwork details, date, medium, dimensions, quantity of items in the lot, and so forth). Condition reports are not included in the catalogue, but may be requested by emailing info@aspireart.net. However, as we are not qualified conservators, we advise that you view the lot in person to satisfy yourself as to the condition of a prospective purchase. Condition reports are not necessarily compiled by professional conservators unless otherwise stated.

3. Estimates

Aspire assigns a low and high estimate to every lot. These estimates give our opinion of value, bearing the following factors in mind: the sales precedent of each artist, the subject matter, the importance of the work within the artist's oeuvre, the condition of the work and assimilates the accumulative totality of all of these factors. Each lot has a confidential reserve price agreed between Aspire and the seller of the lot. The reserve is the minimum price that will be accepted for a lot, any amount below which a lot will not be sold. The reserve price will not exceed the low estimate. **The estimates included in this catalogue are expressed in South African Rands, the conversion into foreign currency being made, for information only, on the basis of the rate of change in force on 14 August 2024. These conversions are for information only, and bidders are invited, if they wish, to check the rate of exchange in effect on the**

day of the sale. All invoices that will be issued after the sale, will only be expressed in South African Rands. All payments relating to the sale must be made in South African Rands.

4. Specialist assistance

Our specialists are available to discuss any lot in further detail if you require additional information. Please do not hesitate to contact us.

5. Bidding with Aspire

Bidding may be done in four ways, depending on your preference and availability during the live auction.

New bidders to Aspire will need to supply us with their ID/Driver's license and proof of address.

5.1. Live bidding in the saleroom

You can physically bid during a live auction by registering and bidding in the saleroom. You may register to bid prior to the auction (online or during the preview), or you can register on the day of the auction. The auction is open to the public. If you cannot attend the auction, there are two absentee bidding methods available to you.

5.2. Telephone bid

An Aspire representative will phone you during the live auction: a trained staff member will walk you through the auction as it happens and you may instruct the representative to bid on a lot on your behalf. Don't forget to send through your telephone bids at least 24 hours before the commencement of the auction to ensure sufficient time for processing.

You can now also register your telephone bids online through our website.

5.3. Written bid (Absentee bid/Book bid/Commission bid)

Recorded bids entered into the auctioneer's catalogue. The auctioneer will, in your absence, bid on your behalf, up to the maximum amount given by you. Should the bidding not reach your maximum bid, you will acquire the lot for one increment above the previous bid.

5.4. Online via www.live.aspireart.net

6. Payments, collection and storage

Payment must be made immediately after completion of the auction, as stated in our Terms and Conditions of Business, unless otherwise agreed with Aspire beforehand. Once payment for the purchased lot is made and cleared, you may take the lot or arrange for collection. An Aspire representative will contact you the day after the auction to assist with logistics. If you are unable to collect the artwork within the allocated time – Aspire will arrange storage or delivery of the lot, which will be for your account. Aspire will store artworks purchased at the auction under Aspire's insurance for a limited time only (see our Terms and Conditions of Business). Storage and handling costs will be charged if the property is not collected within this time.

7. Commissions and fees payable

Buyers premium

Buyers will be liable for payment of the purchase price. The purchase price is the hammer price, the Buyer's premium and VAT charged on the premium.

**Commission charged on any lot selling up to and including R250 000 is 15%(plus VAT).
Commission charged on any lot selling from R250 001 – R1 000 000 is 13.5%% (plus VAT).
Commission charged above R1 000 000 is 12.5 % (plus VAT).**

Aspire Art charges a 15% Handling Fee on all Logistics, Framing, Restoration and Conservation that it arranges and manages on a Client's behalf.

Aspire Art's preferred method of payment is EFT. Clients also have the option of making payment by credit card. However, due to the costs levied by the banks on transactions by credit card, Aspire Art is obliged to transfer these costs onto the Buyer should they choose to pay by credit card. Consequently, a standard surcharge of 2% will be added to payments made by card.

ONLINE BIDDING GUIDE

We have launched a new and improved website with a new integrated sales platform, making art collecting more accessible and convenient.

Now all your bidding requirements will be in one location with a single login. Whether you are joining us for a live auction or participating online from anywhere in the world, bidding at Aspire is easy and efficient.

Create an account/sign in

- The user portal is your source for all functions related to bidding and setting up your personal account is simple.
- Go to [aspireart.net](#) and click the user icon in the top right hand corner.
- Fill out the 'Create My Account' form with your contact information and desired password.
- You will then receive an email to confirm and activate your Aspire account.
- Returning clients or clients that have transacted with Aspire in the past can simply Sign In.
- You will be required to reset your password if you have not interacted with our online bidding platform in the last three months. To do, please follow the 'Forgotten Password' link under the SIGN IN section.

Register & place bids

You can register for auctions and place bids directly from our website.

Register

Register for any upcoming sale directly from our Upcoming Auctions page or through a specific sale page. You will also automatically be registered for a sale when you submit absentee bids through our website.

Place bids

- Submit your maximum absentee bid(s) online through a lot view page.
- You can also place bids on those lots added to your Wishlist directly from your 'My Account' page.
- Arrange for telephone bidding via our Telephone Bidding Request form.
- Up to 24 hours prior to an auction, you may also send a Bid Form by email to bids@aspireart.net.
- Before placing your bids, please make sure to review our Bidding Increments, Buyer's Premium, and Terms & Conditions of Business..

Live bidding

Return to our website on sale day to bid online in real time through our complimentary bidding platform, **Aspire Live**.

Or join us at our Cape Town auction rooms on Saturday 11 September 2024 at 6pm to bid in person:

**32 Bolton Road
Parkwood
Johannesburg
2193**

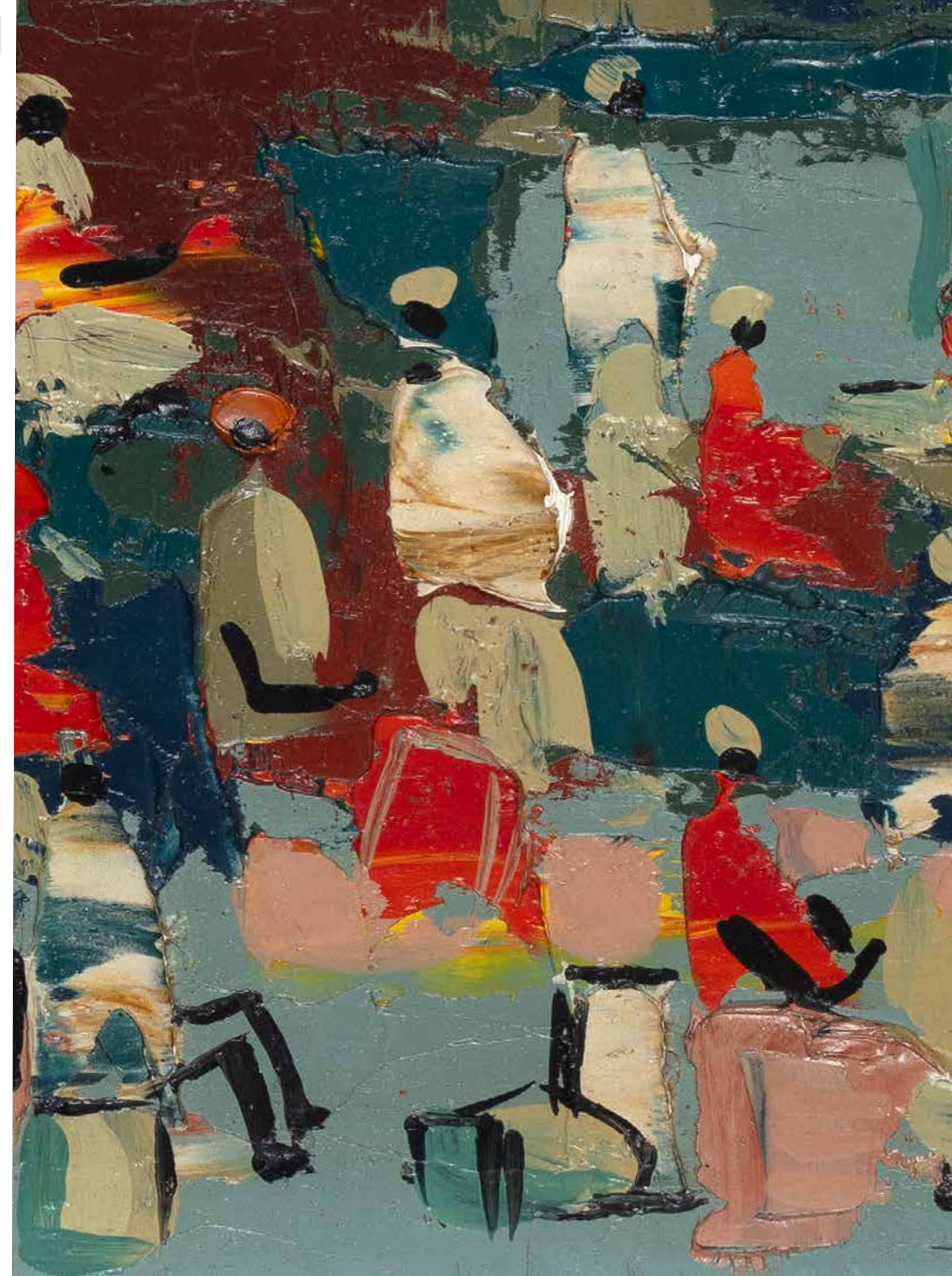
Please Note: viewing will be open from:

7 September – 11 September

Monday – Friday 8:30am – 4:30pm

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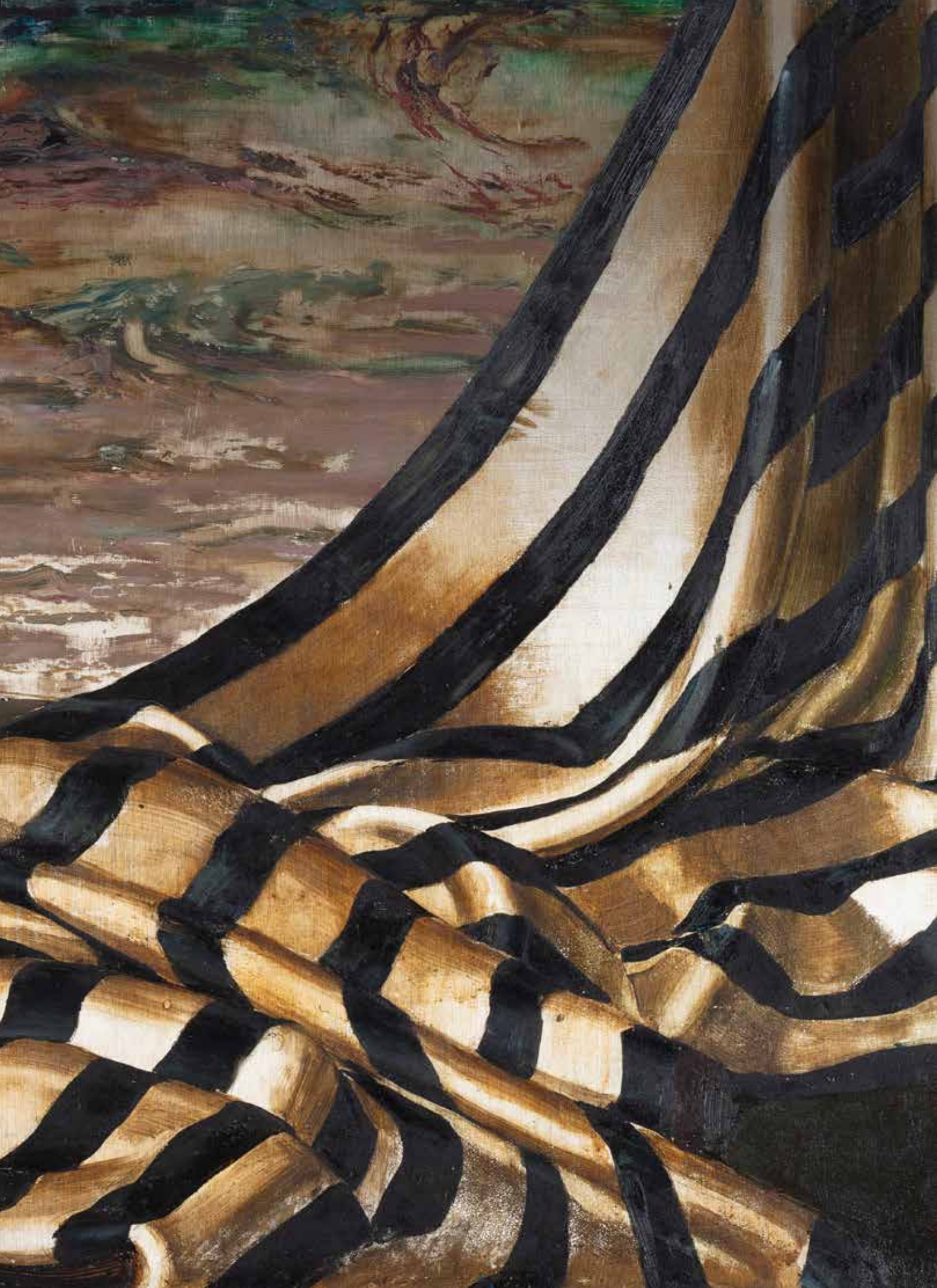
PHOTOGRAPHY

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Thys Dullart
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Matt Slater

DESIGN

Micaela Wentzel





TERMS AND CONDITIONS OF BUSINESS AND RULES OF AUCTION

THIS AGREEMENT COMPLIES WITH THE PROVISIONS OF SECTION 45
OF THE CONSUMER PROTECTION ACT 68 OF 2008

1. DEFINITIONS

- 1.1.The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:
- 1.1.1."Act" means the Consumer Protection Act No. 68 of 2008 ("CPA") as read with the Regulations promulgated thereunder in the Government Gazette No. 34180 on 1 April 2011;
- 1.1.2.'Artistic work' means:
- 1.1.2.1.any drawing, picture, painting, collage, sculpture, ceramic, print, engraving, lithograph, screen print, etching, monotype, photograph, digitally printed photograph, video, DVD, digital artwork, installation, artist's book, tapestry, artist designed carpet, performative artwork and any medium recognised as such in the future;
- 1.1.2.2. any work of craftsmanship and/or artwork which does not fall under 1.1.2.1 as set out in the Copyright Act No. 78 of 1978.
- 1.1.3."Aspire" means Aspire Art Auctions (Pty) Ltd (Registration No. 2016/074 025/07) incorporated under the laws of South Africa with Principal place of business at: 32 Bolton Road, Parkwood, Johannesburg 2193.
- 1.1.4."Auction" means any sale whereby a Lot is put up for sale by public auction and auctioned off by the auctioneer on behalf of Aspire.
- 1.1.5. Auctioneer" means any representative of Aspire conducting the Auction who warrant these Rules of Auction comply with the Act;
- 1.1.6. "Bidder" means any person who makes an offer to buy a particular Lot and includes the Buyer of any such Lot. A bid shall be made by a person registered to bid and in possession of an Aspire issued and numbered bidders paddle raising that paddle or indicating a bid in any way meant to be understood that way by the Auctioneer;
- 1.1.7. "Buyer" means any Bidder who makes a bid or offer for a Lot which has been offered for sale (whether by Private Treaty, Auction or otherwise) and which bid or offer has, subject to a reserve price, been accepted by Aspire and/or the Seller;
- 1.1.8. "Business day" means any day other than a Saturday, Sunday, or any other official public holiday in South Africa;
- 1.1.9. "Buyer's premium" means the commission payable by the Buyer to Aspire on the sale of a Lot at a rate of:
- 1.1.9.1. Live auctions: Commission charged on any lot selling up to and including R250 000 is 15% (plus VAT). Commission charged on any lot selling from R250 001 – R1 000 000 is 13.5%% (plus VAT). Commission charged above R1 000 000 is 12.5 % (plus VAT).
- 1.1.9.2. Online Auctions: 15% (fifteen per cent) plus VAT payable on that amount;
- 1.1.10. "Catalogue" means any brochure, price-list, condition report or any other publication (in whatever medium, including electronic), published by Aspire for the purpose of or in connection with any Auction;
- 1.1.11. "Forgery" means any imitation of any artistic work made with the intention of misrepresenting the authorship, origin, date, age, period, culture, and/or source of any Lot;
- 1.1.12. "Hammer price" means the bid or offer made by the Buyer for any Lot that is knocked down by the Auctioneer at a sale of that Lot;
- 1.1.13. "Lot" means any item or items to be offered for sale as a unit and identified as such by Aspire for sale by way of Auction or by Private Treaty.
- Each Lot is, unless indicated to the contrary, regarded to be the subject of a separate transaction;
- 1.1.14. "Parties" means the Bidder, the Buyer, the Seller and Aspire;
- 1.1.15. "Prime rate" means the publicly quoted base rate of interest (percent, per annum compounded monthly in arrear and calculated on a 365 (three hundred and sixty-five) day year, irrespective of whether or not the year is a leap year) from time to time published by Nedbank Limited, or its successor-in-title, as being its prime overdraft rate plus three comma five percent, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;
- 1.1.16. "Privacy Policy" means the privacy policy of Aspire attached hereto

- marked Annexure A;
- 1.1.17. "Private Treaty" means the sale of any Lot at a previously agreed upon price between the Buyer and the Seller represented by Aspire (that is, not by way of Auction);
- 1.1.18. "Purchase price" means the Hammer price plus the Buyer's premium. In case of any Lot being "daggered", VAT shall be calculated on the sum of the full Hammer price plus the Buyer's premium. Buyer's risk in all respects shall apply from the knock down of the Auctioneer's hammer (and acceptance of the bid [or offer in the case of Private Treaty] if applicable). The Purchase price does not include any transport, or insurance that may be required by the Buyer;
- 1.1.19. "Recoverable expenses" includes all fees, taxes (including VAT) and any other costs or expenses incurred by Aspire for restoration, conservation, framing, glass replacement and transport of any Lot from a Seller's premises to Aspire's premises or for any other reason whatsoever, as agreed between Aspire and the Seller;
- 1.1.20. "Reserve" means the minimum Hammer price (if any) at which a Lot may be sold at an Auction as agreed (whether in writing or otherwise) and in confidence between the Seller of that Lot and Aspire. All lots are sold subject to a reserve price unless announced otherwise;
- 1.1.21. "Sale" means the sale of any Lot (whether by way of Auction, Private Treaty or otherwise) and 'sell' and 'sold' shall have a corresponding meaning;
- 1.1.22. "Sale proceeds" means the amount due and payable to the Seller for the sale of the relevant Lot, made up of the Hammer price less the applicable Seller's commission and all Recoverable expenses;
- 1.1.23. "Seller" means the person named as the Seller of any Lot, being the person that offers the Lot for sale;
- 1.1.24. "Seller's commission" means the commission payable by the Seller to Aspire on the sale of a Lot which is payable at a rate of:
- 1.1.24.1. Live Auctions: 15%≤R50,000>12% (fifteen per cent if less than or equal to fifty thousand rand; twelve percent if greater than fifty thousand rand) plus VAT payable on that amount;
- 1.1.24.2. Online Auctions: 20%≤R20,000>15% (twenty percent if less than or equal to twenty thousand rand, fifteen per cent if greater than twenty thousand rand) plus VAT payable on that amount;
- 1.1.25. "South Africa" means the Republic of South Africa;
- 1.1.26. "Terms of Business" means the terms and conditions of business and the Rules of Auction as set out in this document;
- 1.1.27. "VAT" means value added tax levied in terms of the Value Added Tax Act, 1991 as amended from time to time and includes any similar tax which may be enforced in place of VAT from time to time.

2. INTRODUCTION

- 2.1. Aspire carries on the business of fine art Auctioneers and consultants on the Lots provided by the Sellers. As fine art Auctioneers, Aspire generally acts in the cap
- acity of agent for the Seller.
- 2.2. Set out in this document are the terms and conditions governing the contractual relationship between Aspire and prospective Bidders, Buyers and Sellers. This document must be read together with:
- 2.2.1. sale room notices published by Aspire pertaining to the condition, description and/or authenticity of a Lot; and
- 2.2.2. any announcement made by Aspire and/or the Auctioneer prior to or on the proposed day of sale of any Lot, provided that no changes to the terms set out in a Property Receipt Form shall be made without the prior agreement of Aspire and the Seller.

3. LEGISLATIVE FRAMEWORK

Every Auction is to be governed by section 45 of the CPA and the rules of Auction (the "Rules") as promulgated by the Minister of Trade and Industry under the Regulations dated 23 April 2010 in Government Gazette No. 33818 on 1 April 2011 ("Regulations") and any further amendments and/or variations to these Rules and Regulations.

4. GENERAL TERMS OF BUSINESS

- 4.1. Every bid made shall constitute an offer. Acceptance of the highest bid made, subject to confirmation by the Seller, shall be indicated by the knock down of the hammer or, in the case of sale by Private Treaty, the acceptance of the offer by Aspire or the Seller. In the event that the highest bid does not meet the reserve, it will remain open for acceptance by the Auctioneer or the Seller and for no less than 48 hours after the Auction was concluded.
- 4.2. In bidding for any Lots, all Bidders confirm that they have not been induced into making any bid or offer by any representative of the Seller and/or Aspire.
- 4.3. It is the sole responsibility of all prospective Buyers to inspect and satisfy themselves prior to the Auction or Private Treaty as to the condition of the Lot and satisfy themselves accordingly that the Lot matches any description given to them (whether in a Catalogue or otherwise).
- 4.4. All descriptions and/or illustrations set out in a Catalogue exist as guidance for the prospective Bidder and do not contain conclusive information as to the colour, pattern, precise characteristics or the damage to a particular Lot to be sold by way of Auction or Private Treaty.
- 4.5. Neither Aspire nor any of its servants, employees, agents and/or the Auctioneer shall be liable, whether directly or indirectly, for any errors, omissions, incorrect and/or inadequate descriptions or defects or lack of authenticity or lack of ownership or genuineness in any goods Auctioned and sold which are not caused by the wilful or fraudulent conduct of any such person.
- 4.6. Aspire shall not be held responsible for any incorrect, inaccurate or defective description of the goods listed for sale in the Catalogue or in any condition report, publication, letter, or electronic transmission or to the attribution, origin, date, age, condition and description of the goods sold, and shall not be responsible for any loss, damage, consequential damages and/or patrimonial loss of any kind or nature whatsoever and howsoever arising.
- 4.7. No warranty, representation or promise on any aspect of any Lot (save for those expressly provided for by the Seller in terms of paragraph 16), whether express, implied or tacit is given by Aspire, its servants, its agents, or its employees, or the Auctioneer or the Seller and accordingly nothing shall be binding or legally enforceable in this regard.
- 4.8. Any Lot which proves to be a Forgery (which will only be the case if an expert appointed by Aspire for such purposes confirms this in writing) may be returned by the Buyer (as his sole remedy hereunder or at law) to Aspire within 7 (seven) days from the date of Auction or Private Treaty (as the case may be), in the same condition in which it was at the time of the Auction or accompanied by a statement of defects, the number of the Lot, and the date of the Auction or Private Treaty at which it was purchased. If Aspire is satisfied that the item is a Forgery and that the Buyer has and is able to transfer a good and marketable title to the Lot, free from any third-party claims, the sale will be set aside and any amount paid in respect of the Lot and still in the possession of Aspire will be refunded, subject to the express condition that the Buyer will have no rights or claims against Aspire (whether under these Terms of Business, at law or otherwise) if:
- 4.8.1. the description in the Catalogue at the date of the sale was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of such opinion; or
- 4.8.2. the only method of establishing at the date of publication of the Catalogue that the Lot was a Forgery was by means of a scientific process not generally accepted for use until after publication of the Catalogue, or by a process which was unreasonably expensive or impractical.
- 4.9. Buyer's claiming (whether in contract, delict or otherwise) under paragraph 4.8 will be limited to the amount paid for a particular Lot and will not extend to any loss or damage of whatsoever nature suffered, or expense incurred by him/her including but not limited to claims for damages, loss of profit, injury to reputation, mental anguish and suffering etc;
- 4.10. The benefit of paragraph 4.8 will not be assignable and will rest solely and exclusively with the Buyer who, for the purpose of this condition, will be the only person to whom the original invoice is made out by Aspire in respect

- of the Lot sold.
- 4.11. Aspire reserves its right, to refuse admission to any person to its premises or any other premises at which an Auction is to be conducted. Any defaulting bidder or buyer shall be refused access to any event or auction conducted by Aspire and shall remain barred until their default has been cured to the satisfaction of Aspire.
- 4.12. Any information pertaining to Bidders and Sellers which has been lawfully obtained for the purposes of the Auction and the implementation of any resultant sale shall be kept for purposes of client administration, marketing and as otherwise required by law. The Bidder and the Seller agree to the retention, processing of their personal information and the disclosure of such information to third parties (but only in connection with the sale of any works such as logistics and insurance) for the aforementioned purpose. The Seller's identity will not be disclosed for purposes other than what is reasonably required for client administration or as required by law. Please see the Privacy Policy for more information on this.
- 4.13. Aspire has, during the course of any Auction, the sole and absolute discretion, without having to give any reasons therefore, to refuse any bid, withdraw or reoffer Lots for Auction (including after the knock down of the hammer), cancel any sale if the Auctioneer and/or Aspire believes that there may be an error or dispute of any nature whatsoever, and shall have the rights, as it deems fit, to divide any Lot, to combine any two or more Lots or to put up any Lot for Auction again.
- 4.14. For any notice required to be given in connection with these Terms of Business and Rules of Auction:
- 4.14.1. Aspire will first attempt to make contact by telephone, followed by email, should there be no response, then contact will be attempted by registered post. Any notice that effects the details of the sale of a Lot will be agreed to between Aspire and the Seller prior to the sale of said Lot. If, for any reason whatsoever, Aspire is unable to make contact with a Seller, the relevant Lot will be withdrawn from the sale;
- 4.14.2. if given by Aspire, shall be delivered by hand, sent by registered post or by email to the address provided to Aspire by the relevant addressee as being the domicilium citandi et executandi of that addressee. Notice shall be deemed to have been received by the person who is required to receive such notice:
- 4.14.2.1. on the date of delivery, if delivered by hand or email;
- 4.14.2.2. on the fourth (4th) day from the date of posting, including the date of posting if posted by prepaid registered post from within South Africa, which postage shall be deemed to have been sent on receipt of the post office proof of posting.
- 4.14.3. if given to Aspire, such written notification must be given to Aspire at its email address as published by Aspire from time to time, whether on any brochure, catalogue or its website.
- 4.15. The Seller submits to the non-exclusive jurisdiction of the South African courts. Each Auction and Private Treaty shall be governed in accordance with the laws of South Africa.
- 4.16. In the event that any provision of these Terms of Business is found by a court of competent jurisdiction to be unenforceable and of no effect, the remaining provisions of these Terms and Conditions shall not be affected by that determination and shall remain binding and of full force and effect.
- 4.17. The Buyer and/or Seller, as the case may be, hereby pledge(s) the goods either sold and/or bought as security to Aspire for all amounts which are owing to Aspire.
- 4.18. Should any Party delay or not exercise their rights it shall not constitute a waiver of such rights or power. If a Party exercises their right or power, it shall not preclude such party from exercising any other right or power which they may have.
- 4.19. No variation, alteration, consensual termination, representation, condition, term or warranty, relaxation or waiver or release by Aspire, or estoppel against Aspire, or the suspension by Aspire, in respect of these Terms of Business, or any part thereof, shall be of any force or effect unless reduced to writing and signed by Aspire and the Buyer.
- 4.20. These Terms of Business and Rules of Auction constitute the entire agreement between the Parties.
- 4.21. The Buyer shall be responsible for the payment of the Seller's and Aspire's legal costs, calculated on the scale as between attorney and own client incurred by the Seller and Aspire in enforcing any of its rights or those of its principal whether such rights are exercised by way of legal proceedings or otherwise.
- 4.22. No Party shall be in breach of contract or liable for any loss of profit or special damages or damage suffered as a result of a force majeure or any other event which falls outside of the Parties' reasonable control. Notice must be given to all Parties if such an event occurs in order to enable the defaulting Party to remedy their performance. The occurrence of the aforementioned events will not excuse a Party from paying any outstanding amounts owed to any of the other Parties.

5. TERMS RELATING TO THE BUYERS

- 5.1. Any Buyer and/or Bidders must register his/her identity with Aspire before the commencement of an Auction in accordance with Chapter 1 (one) of the regulations in terms of the Financial Intelligence Centre Act, 2011, which requires the establishment and verification of identity published in Notice No. R. 1595 in Gazette No. 24176 of 20 December 2002. The documents required will include Identity Document or Passport and Proof of Residence.
- 5.2. Upon registration by the Bidder, the Bidder must acknowledge that they are aware of and agree to be bound by these Terms of Business. All Bidders shall be personally liable for their bids and offers made during any Auction and shall be jointly and severally liable with their principals if acting as agent.
- 5.3. Any person acting on behalf of a Bidder or Buyer may be required to produce evidence of his/her authority to so act and in a manner that is satisfactory to Aspire in its discretion.
- 5.4. A Lot shall be sold to the highest bidder (regardless of the perceived or actual value of the Lot) but subject to the reserve or the consent of the Seller if the reserve has not been met.
- 5.5. No bid may be made for an amount which is lower than the fixed value set by the Auctioneer and any bid may be withdrawn prior to the hammer being struck down. It is the Auctioneer's discretion to accept or reject a bid that is lower than the standardised incremental amount set by the Auctioneer. The Auctioneer may refuse any bid which does not exceed the previous bid by at least 5% (five per cent) or any such percentage which in the opinion of the Auctioneer is required.
- 5.6. Any dispute which should arise regarding the validity of the bid, the identity of the Bidder or between more than one Bidder, shall be resolved at the sole discretion of the Auctioneer.
- 5.7. Each Bidder is deemed to be acting in their capacity as principal unless Aspire has acknowledged otherwise in writing prior to the commencement of the Auction and the Bidder bidding for another shall be required to produce a letter authorising the Bidder to represent him and the Identity Documents of both persons.
- 5.8. All Bidders are encouraged to attend any Auction where a Lot is to be sold by Auction. Aspire will endeavour to execute any absentee, written bids and/ or telephone bids and online/app bids provided they are, in Aspire's absolute discretion, received in sufficient time and in legible form as required under these Terms of Business.
- 5.9. Any bids placed by telephone before an Auction are accepted at the sender's risk and must, if requested by Aspire, be confirmed in writing to Aspire before the commencement of the Auction. Any person who wishes to bid by telephone during the course of an Auction must make arrangements with Aspire at least 24 (twenty-four) hours before the commencement of the Auction. Aspire shall not be held liable for any communication breakdown or any losses arising thereof. The Buyer consents that any bidding may be recorded at the discretion of Aspire and consents to these Terms of Business.
- 5.10. The Buyer must make payment in full and collect the purchased Lot immediately after completion of the Auction and no later than 48 (forty-eight) hours after completion of the Auction. On hand over of the Lot to the Buyer (or his representative), the full risk and title (subject to payment in full having been made first) over that Lot shall pass to the Buyer, who shall henceforth be responsible for any loss of and/or damage to and/or decrease in value of any Lots purchased at the Auction or at a Private Treaty sale. Any Lot not collected immediately after the Auction will remain insured for 48 (forty-eight) hours after completion of the Auction. The Seller must be paid in full and the funds cleared before the Lot is handed over to the Buyer.
- 5.11. If the Buyer has not made payment within 1 (one) week of the Auction Aspire reserves the right to cancel the Sale and to claim damages from the Buyer including but not limited to the Buyers and Sellers premium, storage and insurance costs and the costs of conducting the auction which are estimated at one million rand per auction.
- 5.12. The collection of any Lot by a third party on behalf of a Buyer must be agreed with Aspire not later than the close of business on the day following the relevant Auction.

6.2.2. gives any guarantee or warranty to Bidders other than those expressly

- set out in these Terms of Business and any implied conditions, guarantees and warranties are excluded; and
- 6.2.3. without prejudice to any other provision of these general Terms of Business, any claim against Aspire and/or the seller of a Lot by a Bidder shall be limited to the Hammer price of the relevant Lot. Neither Aspire nor the Seller shall be liable for any loss of profit, indirect or consequential losses.
- 6.3. A purchased Lot shall be at the Buyer's risk in all respects from the knock down of the Auctioneer's hammer (and acceptance of the bid if applicable), whether or not payment has been made, and neither Aspire nor the Seller shall thereafter be liable for, and the Buyer indemnifies Aspire against, any loss or damage of any kind, including as a result of the negligence of Aspire and/or its employees or agents.
- 6.4. All Buyers are advised to arrange for their own insurance cover for purchased Lots unless agreed otherwise in writing.
- 6.5. Aspire does not accept any responsibility for any Lots damaged by insect infestation, changes in atmospheric conditions or other conditions outside its control (including damage arising as a result of reasonable wear and tear). Aspire will be responsible for the replacement or repair costs for any frame and glass breakages resulting from the wilful or negligent conduct of any of Aspire's servants and agents.

7. GENERAL CONDUCT OF THE AUCTION

- 7.1. The Auctioneer remains in control of the Auction and has the absolute discretion to either withdraw or reoffer any Lots for sale, to accept and refuse bids and/or to reopen the bidding on any Lots should he/she believe there may be a dispute of whatever nature (including without limitation a dispute about the validity of any bid, or whether a bid has been made, and whether between two or more bidders or between the Auctioneer and any one or more bidders) or error of whatever nature, and may further take such other action as he/she deems necessary or appropriate. The Auctioneer shall commence and advance the bidding or offers for any Lot in such increments as he/she considers appropriate.
- 7.2. The Auction is to take place at the stipulated time and no delay shall be permitted to benefit a specific person who is not present but should be present at the Auction.
- 7.3. The Auctioneer shall be entitled to bid on behalf of the Seller of any lot, up to but not equal to or more than the Reserve, where applicable.
- 7.4. A contract shall be concluded between the Buyer and Seller once the Auctioneer knocks down the hammer and this shall be the Hammer price accepted by the Auctioneer (after the determination of any dispute that may exist and subject to the Seller's consent if the reserve price was not achieved). The benefits flowing from this agreement constitute a stipulatio alteri for the benefit of Aspire, which benefits Aspire hereby accepts. Aspire shall not be liable for any breach of the agreement by either the Seller or the Buyer.

8. IMPORT, EXPORT, COPYRIGHT RESTRICTIONS, LICENSES AND QUALITY OF THE GOODS SOLD

- 8.1. Aspire and the Seller, save for those expressly set out in paragraph 16 of these Terms of Business, make no representation or warranties whether express, implied or tacit pertaining to the authenticity, quality, genuineness, condition, value, origin, ownership of any goods or whether express, implied or tacit as to whether any Lot is subject to import, export, copyright and licence restrictions. It is the sole responsibility of the Buyer to ensure that they acquire the relevant export, import licenses or copyright licenses prior to exporting or importing any Lots.
- 8.2. Aspire does not in any way undertake to ensure that the Buyer procures the necessary permits required under law, nor are they responsible for any costs incurred in obtaining a license (whether an application for such license was approved or not).
- 8.3. All Lots which incorporate any material originating from an endangered and/ or protected species (including but not limited to ivory and bone) will be marked by a symbol in the description of the Lot in the Catalogue. Aspire does not accept responsibility for a failure to include these marks on the Lots. Any prospective Buyer is to ensure that they received the necessary permission from the relevant regulatory agents, specifically when importing and/or exporting the Lot. A Buyer will be required to acquire a permit from the Department of Nature Conservation prior to exporting the Lot as well as any other export license which may be required by law, including the licences required under the Convention of the International Trade in Endangered Species ("CITES"). Failure to obtain such permits shall not constitute a ground for the cancellation of the sale or the non-payment of any amounts due in terms hereof.

9. ABSENTEE BIDS

- 9.1. Absentee bids are a service provided by Aspire upon the request of the Buyers. Aspire shall in no way be liable for any errors or omissions in such bidding process. The Purchase price of the Lots will be processed in the same manner as it would be in other bids.

- 9.2. Where two or more Buyers provide identical bids, the earliest will take precedence. When absentee bids occur by telephone they are accepted at the Buyer's risk and must be confirmed prior to the sale by letter or e-mail to Aspire.
- 9.3. All absentee bids shall be registered with Aspire in accordance with Aspire's procedures and requirements not less than 24 (twenty-four) hours before the Auction and/or the Private Treaty sale. Aspire reserves its right to receive, accept and/or reject any absentee bids if the aforementioned time period has not been satisfied.
- 9.4. An absentee bidder must register his/her identity in the same way that any other would be required to under these Terms of Business.

10. RESCISSION OF SALE

Notwithstanding the provisions above, if, within 7 (seven) days after the relevant Auction or Private Treaty sale, the Buyer makes a claim to rescind the sale due to Forgery and Aspire is satisfied that the claim is justified, Aspire reserves the right to rescind the sale and refund the Buyer any amounts paid to Aspire and still held by Aspire in respect of that sale and the Seller hereby specifically authorises Aspire to do so.

11. PAYMENT AND COLLECTION

- 11.1. The Buyer acknowledges that Aspire acting in its capacity as agent for the Seller of a particular Lot:
- 11.1.1. That a Buyer's premium shall be payable to Aspire on the sale of each Lot;
- 11.1.2. VAT may be payable on the full Hammer price and the Buyer's premium, if the Seller is a registered VAT vendor;
- 11.1.3. Aspire shall also be entitled to a Seller's commission and/or any other agreed fees for that Lot.
- 11.2. Upon the knock down of the hammer and acceptance of the price by the Auctioneer (subject to any reserve), the Buyer shall, before delivery of the Lot, pay Aspire the Purchase price immediately after the Lot is sold and should Aspire require, the Buyer shall provide it with their necessary registration details, proof of identity and any further information which Aspire may require.
- 11.3. All foreign Buyers are required to make arrangement with their banks prior to the Auction date regarding Forex funds as Aspire will only accept payment in South African Rands. Any expenses incurred thereof shall be at the cost of the Buyer.
- 11.4. The Buyer shall make payment in full to Aspire for all amounts due and payable to Aspire (including the Purchase price of each Lot bought by that Buyer) on completion of the sale but within 48 hours of the date of sale (or on such other date as Aspire and the Buyer may agree upon in writing) in cash, electronic funds transfer ("EFT"), or such other payment method as Aspire may be willing to accept. Any cheque and/or credit card payments must be arranged with Aspire prior to commencement of the Auction. All card purchases are to be settled in full on the date of sale and shall be subject to an administrative merchant fee of 1.5% of the hammer price plus Buyers Premium plus any VAT on such amounts.
- 11.5. Ownership of a Lot shall not pass to the buyer thereof until Aspire has received settlement of the Purchase price of the respective Lot in full and the funds have cleared. Aspire shall not be obliged to release a Lot to the Buyer prior to receipt in full payment thereof. However, should Aspire agree to release a Lot to the Buyer prior to payment of the full Purchase price, ownership of such Lot shall not pass to the Buyer but shall remain strictly and unconditionally reserved for the Seller, nor shall the Buyer's obligations to pay the Purchase price be impacted, until such receipt by Aspire of the full Purchase price in cleared funds.
- 11.6. The refusal of any approval, licence, consent, permit or clearance as required by law shall not affect the Buyer's obligation to pay for the Lot and any Buyers Premium.
- 11.7. Any payments made by a Buyer to Aspire may be applied by Aspire towards any amounts owing by the Buyer to Aspire on any account whatsoever and without regard to any directions of the Buyer or his agent. The Buyer shall be and remain responsible for any removal, storage, or other charges for any Lot and must at his own expense ensure that the Lot purchased is immediately removed after the Auction but not until payment of the total amount due to Aspire. All risk of loss or damage to the purchased Lot shall be borne by the Buyer from the moment when the Lot is handed over to the Buyer. Neither Aspire nor its servants or agents shall accordingly be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, from date of the sale of the Lot, whilst the Lot is in their possession or control.
- 11.8. All packaging and handling of Lots is at the Buyer's risk and expense, will have to be attended to by the Buyer, and Aspire shall not be liable for any acts or omissions of any packers or shippers.
- 11.9. If the sale of any Lot is rescinded, set aside or cancelled by a lawful action of the Buyer, and Aspire has accounted to the Seller for the sale proceeds, the Seller shall immediately refund the full sale proceeds to Aspire, who

- will in turn refund the Purchase price to the Buyer. If there is no sale, there is no commission payable save and except if the sale is cancelled as a result of a breach of either Seller or Buyer. However, if there are Recoverable expenses which have been incurred by Aspire, then the Seller will remain liable to pay these expenses to Aspire.
- 11.10. Any Lot which has been paid for in full but remains uncollected after 30 (thirty) days of the Auction, following written notice to the Buyer, the Lot then becomes the property of Aspire. Aspire may then resell this property at the best price it can obtain from a willing and able Buyer. If Aspire resells this property it may deduct any expenses incurred in keeping this property from the proceeds of sale after having deducted its commission. Any shortfall arising from the resale shall be at the cost of the Buyer.
- 11.11. No credit shall be granted to the Buyer without prior written consent from Aspire. Ownership of the Lot shall not pass until such time as the full Purchase price is paid along with any VAT thereon and any other necessary amounts including but not limited to Buyers Premium.

12. OWNERSHIP

- 12.1. Until such time that the total Purchase price and any Buyers Premium plus VAT has been paid and hand over has taken place, ownership of the purchased goods shall vest with the Seller.
- 12.2. The collection of the goods/Lots shall be done by the Buyer at their own cost immediately after the Auction has taken place, unless otherwise agreed upon in writing between the Buyer and Aspire. The Buyer shall ensure that any third parties attending to collection for the Buyer have been properly authorised in writing to attend to such collections.
- 12.3. Aspire shall not provide any assistance of any nature whatsoever to the Buyer in removing the goods from the premises of Aspire upon the completion of the Auction. However, should Aspire choose to assist with the removal then any Aspire employee or servant shall be deemed to be agents of the Buyer and Aspire shall not be liable for any damage incurred as a result of removing the goods from the premises.

13. BREACH BY THE BUYER

- 13.1. In the event that the Buyer breaches any provision of these Terms of Business, fails to make payment of the full Purchase price, Buyers Premium or fails to collect the goods bought as provided for in these Terms of Business, Aspire in exercising its discretion and as agent for the Seller will, without any prejudice to any other rights it may have in law, be entitled to exercise one or more of the following remedies set out below. Aspire may:
- 13.1.1. institute proceedings against the Buyer for any non-payment and/or any damages incurred as a result of the breach of contract;
- 13.1.2. cancel the sale of that Lot or any other Lots sold to the defaulting Buyer at the same time or at any other Auction;
- 13.1.3. resell the Lot or do any such thing that would cause it to be resold by Auction or Private Treaty sale;
- 13.1.4. remove, store and insure the goods at the sole expense of the defaulting Buyer and if such goods are stored either at Aspire's premises or any other place as Aspire may require such goods to be stored at, the Buyer shall be responsible for all charges associated therewith;
- 13.1.5. retain any Lot sold to the same Buyer at the same time, or at any other Auction and only allow the Buyer to take delivery of such goods after all amounts due, owing and payable have been paid by the Buyer to Aspire in terms of these Terms of Business, including interest, storage charges and any other charges;
- 13.1.6. reject any bid made by or on behalf of the defaulting Buyer at any future Auction;
- 13.1.7. exercise a right of retention over the goods sold and not to release such goods to the Buyer until such time as full payment has been made to Aspire in accordance with these Terms of Business. For such purpose and in so far as ownership of the Lots may have passed to Aspire, the Buyer hereby pledges such goods to Aspire as security for Aspire's claim.
- 13.1.8. charge a reasonable rental fee for each day that the item is stored by Aspire from the date of Auction until the time of collection.
- 13.1.9. charge interest at a rate of the prime rate plus 3% (three per cent) per month on any outstanding amounts from the date of Auction.
- 13.1.10. charge the Buyer the full costs of conducting the auction which is estimated at one million rand with a breakdown available on request.
- 13.2. In the event that Aspire resells any Lot at a subsequent Auction as a result of Aspire exercising their remedy referred to in paragraph 13.1.3 above, the Buyer shall be liable for any loss (if any), should the Lot be resold at an amount lower than the amount for which the Buyer purchased it. The loss shall be calculated as the difference between the resale price and the original price. Aspire shall be entitled to earn commission on any subsequent sale of the same work irrespective of how many times it is sold by them.

14. TERMS RELATING TO THE SELLER

- 14.1. As per the Seller's irrevocable instruction, Aspire is instructed to sell at an Auction all objects submitted for sale by the Seller and accepted by Aspire and to sell the same to the relevant Buyer of the Lot of which those objects form part, provided that the bid or offer accepted from that Buyer is equal to or higher than the Reserve (if any) on that Lot (subject always to paragraph 14.4), all on the basis set out in these Terms of Business.
- 14.2. The Seller also irrevocably consents to Aspire's ability to bid for any Lot of which any of those objects form part as agent for one or more intending Buyers.
- 14.3. Aspire is authorised to retain any objects not sold on Auction for a period of 14 (fourteen) days after the Auction for the possible sale of such objects by Aspire by way of Private Treaty or otherwise pursuant to paragraph 14.4.
- 14.4. Aspire is authorised to offer for sale either by Private Treaty or otherwise, without further instruction or notification to the Seller, within 14 (fourteen) days after the Auction, all or any remaining objects submitted for sale by the Seller and received and accepted by Aspire in accordance with paragraph 14.1, which objects were not sold on Auction. The bid accepted on these items must not be less than the amount that the Seller would have received, had that Lot been sold on Auction at the Reserve (if any) on that Lot taking into account the deduction of the applicable Seller's commission and Recoverable expenses for which the Seller is liable.
- 14.5. Both Aspire and the Auctioneer each have the right, to offer an object referred to above for sale under a Lot, to refuse any bid or offer, to divide any Lot, to combine two or more Lots with the prior approval of the relevant Seller(s), to withdraw any Lot from an Auction, to determine the description of Lots (whether in any Catalogue or otherwise), to store accepted objects at the Auction premises or any other location as he/she may deem fit and whether or not to seek the opinion of experts.
- 14.6. Aspire shall not be under any obligation to disclose the name of the Buyer to the Seller, save for the circumstances contemplated elsewhere in these Terms of Business or otherwise required by law.

15. ESTIMATION OF SELLING PRICE AND DESCRIPTION OF GOODS

- 15.1. Any estimation given by Aspire is an opinion and cannot be relied on as a true reflection of what the final Hammer price will be on the date of the sale and as such is never guaranteed. Aspire has the right to change any estimations at any point in time in agreement with the Seller recorded on the relevant Property Receipt Form.
- 15.2. The Seller hereby agrees that Aspire may fully rely on any description of the goods or Lots provided to them by the Seller or his agent.
- 15.3. Aspire shall not be held liable for any error, misstatement or omission in the description of the goods/Lots whether in the Catalogue or otherwise unless such error, misstatement, omission is a direct result of the intentional, misleading and deceptive conduct of Aspire's employees and/or agents.

16. WARRANTIES AND INDEMNITIES PROVIDED FOR BY THE SELLER

- 16.1. The Seller hereby warrants to Aspire and the Buyer that:
- 16.1.1. he/she is the lawful owner of the objects put up for sale or Auction and is authorised to offer such objects up for sale at an Auction;
- 16.1.2. he/she is legally entitled to transfer title to all such objects and that they will be transferred free of any encumbrances of third-party claims; and
- 16.1.3. he/she has complied with all requirements necessary, legal or otherwise, for the import (if importing is applicable to the sale) and has notified Aspire in writing of any third parties who have failed to comply with the aforesaid requirements in the past;
- 16.1.4. the place of origin of the Lot is accurate.
- 16.1.5. the object forming part of the Lot is capable of being used for the purpose to which it was made and has no defects which are not apparent from any external inspections and that he/she is in possession of any valid approval, license, consent, permit or clearance required by law for the sale of any Lot.
- 16.2. The Seller hereby indemnifies and shall keep Aspire and the Buyer indemnified against any loss or damage suffered by either party as a result of any breach of any warranty in these Terms of Business.
- 16.3. The Seller hereby agrees that Aspire may decline to sell any object submitted for sale, irrespective of any previous acceptance by Aspire to sell it, for any reason deemed reasonable and appropriate in its discretion.

17. COMMISSION

- Subject to the Terms of Business set out in paragraph 17.3
- 17.1. Any applicable Seller's commission in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Seller.
- 17.2. Any applicable Buyer's premium in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Buyer;
- 17.3. Notwithstanding the authority provided for by the Seller to Aspire to deduct

- any of the Seller's commission and any Recoverable expenses (as agreed to by the Seller) for which the Seller is liable from the Hammer price, the Seller shall still be liable for the payment of the Seller's commission and any Recoverable expenses.
- 17.4. Notwithstanding the authority provided for by the Buyer to Aspire to deduct any of the Buyer's premium and any Recoverable expenses (as agreed to by the Seller) for which the Buyer is liable from the Hammer price, the Buyer shall still be liable for the payment of the Buyer's premium and any Recoverable expenses.
- 17.5. Aspire reserves the right to deduct and retain the Seller's commission prior to the sale proceeds being handed over to the Seller, from the amount paid by the Buyer upon receipt of the full Purchase price, or any part thereof.
- 17.6. Aspire reserves the right to deduct and retain the Buyer's premium prior to the Purchase price being handed over to the Seller from the Purchase price paid by the Buyer.

18. RESERVES

- 18.1. All Lots are to be sold with a Reserve, unless otherwise agreed upon between Aspire and Seller in writing prior to the date of Auction. Any changes to a Reserve will require the prior consent of Aspire and the Seller. The Seller acknowledges that unless a reserve is set, Aspire shall not be entitled to bid on behalf of the Seller to protect the integrity of the value of any work being auctioned.
- 18.2. Where the Auctioneer is of the opinion that the Seller or any person acting as agent of the Seller, has made a bid on the Lot and above a Reserve that existed on such Lot, they may knock down the Lot to the Seller. The Seller will then be required to pay all expenses which the Buyer is liable for and any expenses which the Seller is liable for along with the Seller's commission to Aspire.
- 18.3. In the event that a Reserve exists on a particular Lot, Aspire may sell such Lot at a Hammer price below the Reserve, on the condition that the Seller receives the amount they would have been entitled to, had the sale been concluded at the Reserve. Aspire reserves the right to adjust the Seller's commission accordingly in order to allow the Seller to receive the amount payable had the Lot been sold at the Reserve.
- 18.4. Where a Reserve on a Lot does not exist, Aspire shall not be liable for the difference between the Purchase price and the estimated selling range.

19. INSURANCE

- 19.1. Aspire undertakes to insure all objects to be sold as part of any Lot, at its own expense, unless otherwise agreed to in writing, or otherwise, between the Seller and Aspire. Aspire may, at its discretion, insure any property which is placed under their control for any other purpose for the duration of the time that such property remains on their premises, under their control or in any storage facility elected by them.
- 19.2. In the event that Aspire is instructed to not insure any property, the Seller shall bear the cost and risk at all times. The Seller also agrees to:
- 19.2.1. indemnify Aspire for any claims brought against Aspire and/or the Seller for any damage or loss to the Lot, however it may arise. Aspire shall be reimbursed by the Seller for any costs incurred as a result thereof; and
- 19.2.2. notify the insurer of the existence of the indemnities set out herein.
- 19.3. The Seller is obliged to collect their unsold property within 30 calendar days after the Auction. Should any property not be collected within this time Aspire reserves the right to discontinue the insurance cover.

20. PAYMENT IN RESPECT OF THE SALE PROCEEDS

The proceeds of sale shall be paid as follows:

- 20.1. Aspire shall make payment to the Seller not later than 20 (twenty) working days after the date of the Auction provided that full cleared payment of the Purchase price for said Lot has been received from the Buyer by Aspire.
- 20.2. If the Buyer fails to pay the full Purchase price within the allocated time set out in paragraph 11.2, Aspire shall notify the Seller in writing and request instruction on how to proceed. Aspire may at its discretion, decide to assist the Seller with the recovery of any outstanding amount from the Buyer.
- 20.3. The Seller hereby authorises Aspire to proceed:
- 20.3.1. to agree to the terms of payment on any outstanding amount;
- 20.3.2. to remove, store and insure the Lot which has been sold;
- 20.3.3. to settle any claim by or against the Buyer on such terms as Aspire deems fit and do all such things necessary to collect from the Buyer any outstanding amounts due to the Seller;
- 20.3.4. to rescind the sale and refund these amounts to the Buyer;
- 20.3.5. where Aspire pays the Sale proceeds to the Seller prior to receipt of the full Purchase price then ownership shall pass to Aspire;
- 20.3.6. to obtain a refund from the Seller where the sale of a Lot has been set aside, or cancelled by the Buyer in terms of paragraph 10 above and Aspire has paid the sale proceeds to the Seller. In such instance, the Seller shall be required to refund the full sale proceeds to Aspire, who will then in turn refund the Buyer. Aspire will then make the Lot available for collection to the Seller; and

- 20.3.7. that any annulment, rescission, cancellation or nullification of the sale in terms of paragraph 10 above shall not extinguish the Seller's obligation to pay the commission to Aspire and/or to reimburse any expenses incurred by Aspire in respect of this.

21. WITHDRAWAL FEES

Written notice must be given to Aspire 7 (seven) days prior to the Auction, where a Seller decides to withdraw a Lot from Auction. Aspire reserves the right to convert any Seller's commission and Buyer's premium payable on this Lot, as well as any Recoverable expenses, photography costs, advertising and marketing costs, or any other expenses incurred on a Lot, into withdrawal fees. The amount of this withdrawal fee shall be determined based on the mid-estimate of the selling price of the objects comprising the Lot along with any VAT and expenses incurred thereon given by Aspire.

22. PHOTOGRAPHY AND ILLUSTRATIONS

Aspire reserves the right to photograph or otherwise reproduce the images of any Lot put on offer by the Seller for sale and to use such photographs and illustrations as they deem necessary. Aspire undertakes to ensure compliance with the relevant Copyright laws applicable in their dealings with any and all Lots put up for sale.

23. LOTS WHICH HAVE NOT BEEN SOLD

- 23.1. Subject to paragraph 14.4 above, upon the receipt of notice from Aspire of any unsold Lots, the Seller agrees to collect any such Lots no later than the 30th (thirtieth) day after receipt of such notice. The Seller must make further arrangement to either have the Lot resold or collect it and pay all agreed Recoverable expenses for which they are liable.
- 23.2. The Seller shall be liable for all costs, whether it be for storage, transport or otherwise as a result of their failure to collect the Lot.
- 23.3. If after 3 (three) months of notice being sent to the Seller, Aspire will proceed to sell the Lot by Private Treaty or public Auction on the terms and conditions that they deem fit, without Reserve and Aspire shall be able to deduct from the Hammer price all amounts owing to them including (but not limited to) any storage or transport expenses, any reduced commission from the Auction as well as any other reasonable expenses before the balance is paid over to the Seller. If Aspire is unable to locate the Seller, Aspire shall open a bank account in which Aspire will hold on behalf of the Seller the amount due to the Seller.
- 23.4. Aspire reserves the right to charge commission on the Purchase price and any expenses incurred in respect of any unsold Lots.

24. AMENDMENT OF THESE TERMS AND CONDITIONS

- 24.1. Aspire may, at any time and from time to time, in its sole discretion, amend, cancel or rescind any provision of these Terms of Business by publication of any such amended Terms of Business (whether on its website or by any other means whatsoever).
- 24.2. No amendment in terms of paragraph 24.1 above shall be binding on any Party to any Sale which has been entered into as at the date of that amendment unless agreed to by the relevant Parties in terms of paragraph 24.3.
- 24.3. No:
- 24.3.1. amendment or consensual cancellation of these Terms of Business or any provision or term hereof;
- 24.3.2. agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms of Business (including, without limitation, any valuation, estimate or reserve issued in terms hereof);
- 24.3.3. settlement of any dispute arising under these Terms of Business;
- 24.3.4. extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of these Terms of Business or of any agreement, bill of exchange or other document issued pursuant to or in terms of these Terms of Business, shall be binding on any Party to any Sale concluded in terms of these Terms of Business unless agreed to by the Parties to that Sale (whether that agreement is recorded in writing or otherwise).

PRIVACY POLICY AND THE PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

Terms defined in the Terms of Business shall bear the same meaning when used in this Privacy Policy.

1. INFORMATION ASPIRE MAY COLLECT AND PROCESS

- 1.1. Aspire may use and store the following:
- 1.1.1. any information received, whether it be from the completion of online forms for registration purposes or otherwise, from any Bidder, Buyer or Seller (including documents filed out in person by any Bidder, Buyer or Seller);
- 1.1.2. information required to send out marketing material;
- 1.1.3. any data received from the making of a bid or the posting of any material to Aspire;

- 1.1.4. any information received from correspondence between Aspire and any Bidder, Buyer or Seller, whether it be by e-mail or otherwise;
- 1.1.5. information received for the purpose of research, including by conducting surveys;
- 1.1.6. information received from telephone communications, in person or otherwise in carrying out any transaction and/or Auction;
- 1.1.7. general information from the receipt of any hard copy documents in respect of the date of birth, name, address, occupation, interests, credit information (if required by Aspire) and any further personal information of any Bidder, Buyer or Seller obtained by Aspire during the course of conducting its business;
- 1.1.8. details received from the completion of any contract of sale between Aspire, the Bidder, Buyer and/or Seller;
- 1.1.9. details from the visits made to Aspire's website and any resources/ information accessed therein;

- 1.2. the aforesaid data shall not be supplied and distributed to any third person without the consent of the relevant Bidder, Buyer or Seller unless such supply or distribution is required under law or is reasonably necessary for Aspire to ensure performance of any and all of their obligations under the Terms of Business. Therefore, Aspire shall only use the data collected for internal purposes;
- 1.3. personal information, whether private or public, shall not be sold, exchanged, transferred, or provided to any other company for any reason whatsoever without the relevant Bidder, Buyer or Seller's consent, other than for the express purpose of effecting the collection of any purchased Lot. This will not include trusted third parties, who assist Aspire in operating the website, conducting business or servicing the website. All such persons agree to keep the aforesaid personal information confidential; and
- 1.4. the release of any relevant Bidder, Buyer or Seller's personal information if any shall be done only in circumstances which Aspire deems fit and necessary to comply with the law or enforce its Terms of Business and/or to protect third parties' rights, property or safety.

2. ONLINE INFORMATION PROCESSED BY ASPIRE

- 2.1. Aspire may collect and store information relating to a Bidder, Buyer or Seller's ("User") computer, including its IP address, operating system and browser type, in order to assist Aspire with their systems administration from the use of the website and previous transactions with them:
- 2.2. Cookies (a text file stored on the website's servers) may be placed on Aspire's website to collect the information from each User pursuant to:
- 2.2.1. incorporating each User's preference and customising the website, business accordingly;
- 2.2.2. improving customer services;
- 2.2.3. the acceleration of searches;
- 2.2.4. automatically storing information relating to the most visited links;
- 2.2.5. sending updated marketing information (where the User has consented to the receipt thereof).

A User has the option to not accept cookies by selecting such option on his/her browser. If a User does so, it may restrict the use of certain links on the website. The sole purpose of the aforesaid cookies is to collect information about Aspire's website and not gather any personal information of the User.

3. STORAGE OF PERSONAL INFORMATION

- 3.1. Aspire shall do all such things reasonably necessary to ensure that the security and privacy of all personal information received, is upheld - whether it be from a bid made, a Lot which is purchased or where personal information is stored, recalled or accessed from Aspire's servers and/or offices. This will include the implementation of measures creating an electronic firewall system, regular virus scanning mechanisms, security patches, vulnerability testing, regular backups, security checks and recovery mechanisms and any other such mechanisms that is reasonably necessary to ensure the protection of personal information.
- 3.2. Aspire shall ensure that all employees are sufficiently trained in the use of Aspire's systems to ensure that the protection of all databases containing any personal information is maintained.
- 3.3. Any information relating to, but not limited to, any personal information, account details and personal addresses of any Bidder, Buyer or Seller shall be encrypted and only accessible by limited authorised personnel and stored either on an electronic server or in a safe area on the premises of Aspire. Each individual with such authorisation shall ensure that all personal information remains confidential and is protected in the manner contemplated in this Privacy Policy.
- 3.4. After the sale of a Lot, any credit card and EFT details shall not be stored by Aspire.
- 3.5. Aspire does not send out e-mails requesting the account details of any Bidder, Buyer or Seller. Aspire shall not be liable for any loss suffered as a result of any fraudulent e-mails sent to any Bidder, Buyer or Seller by any third parties or related fraudulent practices by third parties (including the unauthorised use of Aspire's trademarks and brand names) in order to mislead any prospective

- Bidder, Buyer or Seller into believing that such third party is affiliated with Aspire; and
- 3.6. Aspire may send out e-mails in respect of payment for any registration fees (if applicable) and/ or payment with respect to the purchase of a particular Lot placed on Auction.

4. AMENDMENTS TO THE PRIVACY POLICY

- 4.1. Aspire may, from time to time, in its sole discretion, amend, cancel or rescind any provision of this Privacy Policy by publication of any such amended version (whether on its website or by any other means whatsoever). It is the responsibility of any Bidder, Buyer or Seller to ensure that they are aware, understand and accept these changes before conducting business with Aspire.

5. THIRD PARTY WEBSITES

Any links on the website to third party websites are independent of this Privacy Policy. Any third party's Privacy Policy is separate and Aspire shall not be liable for any information contained therein.

Commission/Telephone Bidding

A Commission bid is also referred to as an Absentee or Written bid.

Telephone, Absentee/Commission/Written bids must be sent to Aspire Art at least 24 hours prior to the commencement of the auction.

Please send an email to bids@aspireart.net or contact Sarah Sinisi: at +27 21 418 0765

Aspire will confirm receipt of all written bids telephonically or by email within one business day.

For new bidders at Aspire Art, please attach a copy of the following documents:
Proof of identity (ID document, Driver’s License or Passport) and proof of current address

If bidding on behalf of a third party who has not previously bid at Aspire, please attach the same documents listed above for this bidder, as well as for yourself, accompanied by a signed authorisation from the third party.

PLEASE NOTE:

If Aspire receives identical written bids on the same lot, the bid received first will take precedence.

Written bids and telephone bids are a free and confidential service. While Aspire will be as careful as can reasonably be expected in processing these bids, Aspire will not be liable for any problems with this service or missed bids.

BIDDING INCREMENTS

Bidding generally starts below the low estimate and increases in increments of approximately 10% of the total amount.

The auctioneer decides on the increments and the amount at which bidding starts. The auctioneer may vary increments during the course of the auction at his/her own discretion.

R10 000–R20 000	R1 000 increments
R20 000–R30 000	R2 000 increments
R30 000–R50 000	R2 000, R5 000, R8 000 increments (i.e R32 000, R35 000, R38 000)
R50 000–R100 000	R5 000 increments
R100 000–R200 000	R10 000 increments
R200 000–R300 000	R20 000 increments
R300 000–R500 000	R20 000, R50 000, R80 000 increments (i.e R320 000, R350 000, R380 000)
R500 000–R1 000 000	R50 000 increments
>R1 000 000	Repeated in the same proportions as above, or at the auctioneer’s discretion



